



FIDELITY GUARANTEE

BONDS TO THE HIGH COURT

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Current Topics.

The New Year Honours.

The New Year Honours list published last Saturday include a baronetcy for Mr. T. H. KEKEWICH, Chairman of Devon Quarter Sessions, and for over 20 years Recorder of Tiverton; and Knighthoods for Master J. C. FOX, the Senior Master of the Chancery Division, Mr. C. F. GILL, K.C., Recorder of Chichester, Mr. R. R. LINTHORPE, Town Clerk of Southampton for 22 years, Judge W. HOWLAND ROBERTS, County Court Judge of Marylebone, and Mr. HAROLD SMITH, M.P. And a K.C.M.G. is bestowed on the Rt. Hon. ADRIAN KNOX, Chief Justice of the High Court of Australia.

A New Form of Trustee Security.

THERE are some features in the new issue of the Hastings Corporation, announced on another page, which should prove special attractive to trustees and others interested in settled property. They are intended to meet the difficulty such persons have in selecting a trustee investment which will provide for repayment at par just when the money is required. The Hastings Corporation meet this and other difficulties by—

(1) Offering 6½ per cent. for a definite period of twenty-one years;

(2) Agreeing to repay the amount *in full* at any time prior to the expiration of twenty-one years in the following events:

(a) On the death of the life holder or tenant for life, and

(b) on the death of any one of the trustees.

It thus appears that the security will be readily redeemable without loss of capital at the dates when the money is likely to be required, and no doubt the issue will receive favourable consideration on this ground, in addition to its other merits as a security.

The Hilary Cause Lists.

THE CAUSE LISTS for the ensuing sittings contain a total of 189 cases, as compared with 246 last Michaelmas. The great bulk of these are from the King's Bench Division—138—and there are thirteen Workmen's Compensation cases. The Chancery Division lists contained 250 cases, a substantial drop from the 372 of Michaelmas, and there are sixty-three winding-up matters. But in the King's Bench Division there is a further

increase—Divisional Court, 201; actions for trial, 1,116, and bankruptcy, eight—altogether 1,325, as against a total of 1,125 at Michaelmas. The Probate Divorce and Admiralty lists had not been issued up to the time of writing.

The Lord Chancellor.

AN EXTREMELY interesting pen-portrait of the Lord Chancellor appears in the *Times* of the 3rd inst. It is from the pen of the shrewd but candid, not to say caustic, critic whose anonymous analyses of "Front Bench Personalities" have been one of the features of our famous daily contemporary in recent weeks. The description of Lord BIRKENHEAD is appreciative; indeed, from such a source it is highly flattering. The writer dismisses with a wave of the hand the fashionable legend that the Lord Chancellor is a dilettante and flamboyant, if decidedly picturesque and piquant, ornament of the Woolsack. But, indeed, among readers of the Law Reports who have studied Lord BIRKENHEAD'S judgments during the past two years, such view has already become old-fashioned. An excellent grasp of legal principles, coupled with a capacity for searching and scholarly condensation of all available legal erudition where such is worth while, is one of Lord BIRKENHEAD'S most obvious qualifications for the high appointment he holds. The *Times* critic justly points out that the Lord Chancellor has always been a fundamentally serious man; in Parliament, indeed, for a time he cultivated a somewhat stilted type of bombastic youthful rhetoric, full of wit and epigram; but this was only a passing pose. In fact, the Chancellor has been a thoroughly serious and consistent exponent of Tory democratic principles all his life, from the days of his early appearance at the Union until those of his translation to a peerage and the speakership of the House of Lords. His darling ambition, according to the critic we are discussing, is to be the leader and ruler of a revised Second Chamber. Such an ambition, we believe, was that of Lord LYNCHURST and of Earl CAIRNS in Victorian days. But the future of politics holds strange surprises in store for us. Prince HAL, the roystering comrade of FALSTAFF, became the stately national hero, King HENRY V. Some people may be inclined to think that the erstwhile "Gallopier SMITH" underwent a similar transformation on attaining his kingdom, the Woolsack. What further transformations may be in store for us, who can tell?

The Permanent Court of International Justice.

THE GREAT achievement of the recent meeting at Geneva of the Assembly of the League of Nations was the formal establishment, in pursuance of Article XIV of the Covenant, of the Permanent Court of International Justice. We gave at the time it was published (64 SOL. J. 678) an outline of the scheme for the Court prepared by the Commission of Jurists to whom last year the Council of the League entrusted this task, and that scheme, with certain amendments, was adopted by the Assembly on 13th December. It remains for a protocol recognising the statute creating the Court to be submitted to and ratified by members of the League, and when this has been done by a majority of the members, the statute will come into force.

Compulsory or Voluntary Jurisdiction.

THE CHIEF outstanding question at the end was whether the jurisdiction of the Court should be compulsory or not. According to the original scheme for the Court, the jurisdiction was to be compulsory; that is, as Mr. BALFOUR put it in his explanatory statement in the House of Commons on 22nd December, whether it should be in the power of any given nation to compel another nation to come before the Court over any dispute or any difficulty which might have arisen between them. But the Council turned it from an obligatory into a voluntary system, and the Assembly, by a large majority, affirmed the decision of the Council. At the same time a concession was made to the "quite important minority"—to quote Mr. BALFOUR—by adding an additional protocol which any member might sign, declaring its adhesion to the obligatory form. This country and the British Dominions

generally have signed the protocol in the voluntary form, and probably the necessary signatures have now been given for the Court to come into legal international existence. It is to be regretted that practical considerations should have prevented compulsory jurisdiction being set up in the first instance. But that, as well as general disarmament—except so far as required for internal safety and for a common force to preserve international peace—are the matters to be aimed at. At any rate, the League of Nations is now well started, though it will be incomplete until it includes all states with recognised independence irrespective of their part in the late war. The League of Nations may be Utopian, but as Viscount GREY said the other day, the chance of Utopia is to be preferred to the certainty of destruction that another war would bring.

The United States Supreme Court.

THE COURT of International Justice will not attain full development and authority in the time of this generation, but its beginnings will be watched with intense interest. To a large extent its success will depend on the character and personality of its Judges. Two courts there are which can be looked to as some indication of the position which it may assume—the Supreme Court of the United States, which is the guardian of the written constitution of the greatest existing Federal system, and the Judicial Committee of the Privy Council, which is the legal interpreter of a world-wide sovereignty. The analogy cannot be pressed very far, for the International Court will represent neither Federalism nor a common sovereignty. But it is sufficiently close to make it instructive to recall the great part which Chief Justice MARSHALL played in the establishment of the power and dignity of the United States Supreme Court. This great Judge is, perhaps, best known by the remark currently attributed to President JACKSON: "JOHN MARSHALL has given his judgment; now let him enforce it if he can." But the taunt was an idle one. Possibly in that particular case the judgment was not enforced, but under MARSHALL the Supreme Court gained the unique position which it has ever since held. The story of how this result was achieved is well told in an article by Mr. R. E. CUSHMAN in the *Minnesota Law Review* for December. It is based on two publications of 1919—the four-volume *Life of John Marshall*, by former Senator ALBERT J. BEVERIDGE, and Professor E. S. CORWIN'S little book, *John Marshall and the Constitution*.

Chief Justice Marshall.

THE greatest service which MARSHALL rendered during the thirty-four years' tenure of office was "the establishment of the Supreme Court, in the face of bitter and unrelenting opposition, in a place of dignity and authority" in the United States system of government. Prior to his appointment the Court "had gained no hold upon the imagination of the country, had exercised no vigorous powers, and was commonly regarded as the one weak and relatively insignificant branch of the federal government." When he left it, it had become, says Professor CORWIN, "one of the great political forces of the country." Largely this was due to the fact that MARSHALL in the case of *Marbury v. Madison* firmly established the doctrine, previously only guessed at, that the Supreme Court had power to declare unconstitutional an Act passed by Congress. But while this was, from the point of view of Constitutional Law, his greatest achievement—and he seems to have gone somewhat out of his way for a chance to declare the doctrine—he also was the judicial upholder of National as against State rights, of freedom of commerce, and of the sanctity of contracts. Into his judicial methods we cannot follow Mr. CUSHMAN and the biographers. He introduced in the Supreme Court the practice of single judgments, bitterly attacked by JEFFERSON and subsequently dropped, and he had a straightforward and convincing style which was the despair of his opponents. "All wrong, all wrong," said one of these of an opinion of his, "but no man in the United States can tell why or wherein." And this method he based on apparently axiomatic principles, not on legal erudition such as that of KENT or STORY.

Unquestionably he stands out as one of the great judicial figures of history. Will a similar Judge arise to give world authority to the Court of International Justice?

Emigrants of the Long Robe.

THE PRIME MINISTER has just suggested to workmen that emigration might be a remedy for unemployment worth trying. We cannot express any opinion on this economic question, but we have recently come across the account in HAKLUYT's "Principal Navigations" (Vol. viii, p. 3) of an interesting attempt to solve the problem of unemployment in the legal profession made in 1536 by some gentlemen of the Bar and of the Rolls. It was in that year that Master HORE "by the King's favour" collected together a ship's company of barristers from the Inns of Court and solicitors from the Inns of Chancery. With these he set sail on a voyage of discovery to the lately discovered Island of Newfoundland. As colonists, these gentlemen were not successful. But as lawyers they found an unexpected opportunity for showing that they were not without some of those attributes of skilful negotiation that make for professional success. For, almost starving, they fell in with a French ship. "Such was the policy of the English," says Judge Prowse, the historian of Newfoundland, "that they became masters of the French ship, and changing ships and victualling them they set sail to come into England." How they did it, HAKLUYT does not tell us, nor does PROWSE; but we presume they gave the Frenchmen advice as to the laws of England, which ruled Newfoundland, and then exercised a lien for their bill of costs on the Frenchmen's ship. Be this as it may, it is interesting to bear in mind that briefless barristers and clientless solicitors of Tudor days should have experimented in such an interesting remedy for their condition as a voyage of discovery and colonization.

Patients and Panels.

AN UNFORESEEN difficulty has just arisen in connection with a new Order of the Ministry of Health, relating to Insurance patients, which has just come into force on New Year's day. Panel doctors are directed to fill in cards giving certain particulars in relation to each patient on their panel; when such patient removes elsewhere or transfers to another doctor on the panel, his card is to be transferred likewise to the new doctor. What is more, the cards will be kept in triplicate; one copy will be filed by the doctor, another will go into the hands of the Local Insurance Committee, a third will be sent to the Ministry of Health. The object of this procedure is to secure a record of the person's medical history for purposes of treatment, as well as to assist research into the conditions of disease and the compilation of statistics. In fact, the system is not unlike that prevailing in the Army, where one of the documents relating to each man is his "Medical History Sheet." But it must be admitted that Army practice is not the best precedent to follow in civil life. Indeed, in the Army, a man's medical history sheet is seldom available when wanted; the writer's experience was that, whenever he had occasion to call for production of the sheet, e.g. in connection with an application for a Court Martial, there was usually the greatest delay and difficulty in complying with the demand. Either the medical history sheet had been lost, or it had been mislaid, or it had not yet arrived from the regimental record office, or it had not yet been sent to that office by his last unit—and so on. For statistical purposes, these medical history sheets were quite useless; indeed, nobody ever seemed to read them. And an immense amount of clerical time was taken up in compiling them, as well as in recording them or transmitting them. This loss of time, obviously, will be still greater under the system of National Insurance. Clearly each doctor will require the assistance of at least one clerk; the local committees will require several, and the Ministry of Health quite a small corps. Secrecy too, seems impossible under such a system. Not only several doctors, but innumerable clerks and ministerial officials, not to mention members of the local insurance committees, will be conversant with the contents of the cards. Those people are not

under military discipline, and cannot be expected to attain a military standard of secrecy. Indeed, most of them will inevitably be women, and no reasonable person will contend that the responsibility of keeping secrets inviolate is one which women as yet fully appreciate and observe.

Professional Confidence.

BUT THE CHIEF objection which lawyers must feel is the violation of the solemn duty of "professional confidence" which they entail. This is an objection which doctors have consistently taken to innumerable bureaucratic requirements of late years. It emphasizes the unsatisfactory state of our law, which gives to the medical practitioner in the witness-box no privilege in respect of professional communications made to him. That unsatisfactory rule of evidence is constantly creating difficulties in our courts. Under these new rules, the panel doctor is placed in the same cruel dilemma from which he at present suffers in the witness-box: he must either violate his professional duty by disclosing secrets which reach him under the seal of professional confidence, or else he must refuse to obey the law and suffer punishment for contempt of court. In 1915 the Representative Body of the British Medical Association, faced with the necessity of making unprofessional disclosures in the case of venereal diseases, put on record certain resolutions laying down the professional rule in the matter. In April, 1920, these resolutions were solemnly repeated. The resolution of 1915 is in the following terms:—

"That a medical practitioner should not, under any circumstances, disclose, voluntarily, without the patient's consent, information which he has obtained from that patient in the exercise of his professional duties."

This was repeated still more emphatically as follows in April of last year:—

"That, having considered the question of professional secrecy, more particularly with regard to venereal disease, the Representative Body reiterates the opinion that a medical practitioner should not, under any circumstances, disclose voluntarily without the patient's consent information which he has obtained from that patient in the exercise of his professional duties."

And after full discussion at Cambridge this summer, the Representative Body, with two dissentients only, once more expressed the same view in the following slightly modified terms:—

"That, having further considered the question of professional secrecy, viewed from the standpoint of the medical profession and with special regard to venereal diseases, the Representative Body reiterates the opinion that the medical practitioner should not, without his patient's consent, voluntarily disclose information which he has obtained from such patient in the exercise of his professional duties."

The new regulations certainly seem to be in conflict with this high view of the sanctity of professional confidence, and it is not surprising that panel doctors are taking grave exception to them. What seems extraordinary is that the Ministry of Health, largely managed by doctors, does not seem to have foreseen the difficulty. But the whole question of medical privilege, as we have more than once suggested in these pages, requires reconsideration by a mixed body of legal and medical experts with a view to the enactment of reasonable legislative protection for doctors and patients alike.

The Challenging of Women Jurors.

THERE HAS BEEN some comment in the daily press over a case on circuit in which a publican, indicted for felony, exercised his right of challenge in the case of women jurors until he had eliminated every jurywoman from the twelve who were to try him. Some writers in the press appear to consider this a violation of the rights of women jurors as provided by the recent Act and Rules. But, obviously, this is a mistaken view. Every prisoner indicted for felony has a peremptory right of challenge "to the polls"; that is to say, he can challenge each individual juror before that jurymen or jurywoman is sworn. In the case of treason he has thirty-five peremptory challenges, in the case of felony twenty. In the case of misdemeanour, of course, no right of peremptory challenge exists; but in that case, as well as in cases of felony and treason, there exists

a right of challenge "for cause." A peremptory challenge requires no reason to be given, but a challenge "for cause," must declare the ground on which the juror is objected to, and must satisfy the Court of its propriety (Juries Act, 1825). Where a juror has been challenged "for cause," the court appoints triers to try the challenge (Co. Litt. 158a). The causes of challenge recognised by law, are either (1) that the juror is an alien, or a minor, or incapacitated in law to serve on a jury; or (2) that he has some personal defect (e.g. blindness or deafness), which renders him unsuitable; or (3) that he is a partisan; or (4) that he is a member of the coroner's jury which found an inquisition in the case, or of the Grand Jury which found a true bill. In the particular case in question, the defendant only exercised his legal right of peremptory challenge, and this he was clearly entitled to do. Had the case been one of misdemeanour, and the defendant had challenged women jurors, he would have been obliged to shew cause; and the fact of sex would scarcely have been regarded as an adequate cause, unless in very exceptional circumstances. The defendant was a publican, a class of men seldom popular with middle-aged women, who are occupiers of property, the class found on juries, and possibly the defendant acted not unreasonably in fearing that his occupation might unduly prejudice him with members of that sex. At any rate, he was acquitted by the jury of men who tried him. Every one has a right, under Magna Carta, to trial "by his peers." It is just arguable, that in the case of a man or a woman accused of crime, this principle gives a right to trial, if desired, by members of one's own sex, exclusively. But the recent Juries Act, and the Rules do not contemplate any such right or contingency. On the other hand, the judge, in his discretion, can order that in any particular case, the jury shall be wholly composed of men only or of women only. And, if a prisoner of either sex expresses a strong conviction that he or she would not get a fair trial from members of the other sex, a discreet judge might well consider it best to make such an order in such a case.

Successful Action by Foreigner to protect his Reputation and Sales here.

THE recently reported case before P. O. LAWRENCE, J., of *Poiret v. Poiret and Nash* (36 R.P.C., 177) involved several interesting points and presented some uncommon features. In 1903 PAUL POIRET started as a dressmaker in Paris. The business was very successful, and he soon gained a reputation which placed him in the foremost rank of Parisian dressmakers. From the first he made a point of getting his dresses known and sold in England, and he soon acquired a great reputation in England, although he had no place of business or resident agent here. In 1909 the wife of the then Prime Minister invited him to give a display of his dresses—"creations," as they are called in the jargon of the trade—at the Prime Minister's official residence, in Downing Street. This he did with the aid of mannequins brought from Paris for the purpose. The English dressmaking trade were much incensed by this favouritism shown to a foreigner, and a great number of articles appeared in the press on the subject. The result of these articles was, in the words of the judge at the trial, "that one of the finest advertisements that could be given to any trader was given to PAUL POIRET." The learned judge held that, at all events since 1909, the goods of PAUL POIRET had acquired such a reputation in England that the name "Poiret" when associated with dresses, gave those dresses a greatly enhanced value, and a "Poiret" gown meant a dress made or designed by PAUL POIRET.

Then, subsequently to these events, in or about July, 1914, one NASH, took over a blouse business carried on under the style of Madame Réa, at 10A Hanover Square, and commenced to carry on a dressmaking business there as *Jules Poiret* or *Jules Poiret and Company*. NASH alleged that he had previously used the name "Poiret" in a blouse business carried on by him in a small

way in Beak Street, Regent Street. He gave, in the witness box, his story as to the adoption of the name "Poiret," but the learned judge did not believe it, and held that he adopted it because of the high reputation it had acquired in the dressmaking world, and in order to get the benefit of that reputation. On the 8th of March, 1917, he registered *Jules Poiret & Co. Limited* as a private company to carry on his said business. There were two shareholders in this company. When the war broke out in August, 1914, PAUL POIRET was called to the colours, and his dressmaking establishment was converted by the Government into a factory for making shirts for the French army. He was not able to resume his business until June, 1919, when he did so. On the 3rd of November, 1919, he commenced an action against *Jules Poiret & Co. Limited* and NASH, claiming an injunction to restrain them from using the name of "Poiret" or any title including that name, in connection with the manufacture or sale of costumes or dresses. The action was tried before P. O. LAWRENCE, J., who held that the continued use of the name "Poiret" by the defendants would lead to confusion and deception both in the trade and among private customers, and would cause serious damage to the plaintiff; so he granted an injunction as claimed, with costs, and an inquiry as to damages in the usual form.

It is noticeable that the case under discussion is another illustration of the rule that a foreigner who has a reputation for and a sale of his goods here may protect that reputation and restrain others from passing off their goods as his by proceedings in the English Courts, notwithstanding that he has no place of business here.

Another noticeable point is this. While PAUL POIRET was on military service a letter was written to him in March, 1915, by the editor of the London "Draper's Record," giving him some information of the proceedings of the defendant NASH. He replied to this letter, but took no further steps. It was contended at the trial, on behalf of the defendants, that the plaintiff had lost any rights he might have had by laches, and further that by reason of his having ceased to carry on his business from 1914 to 1918, and by reason of NASH having carried on his business during those years, he had acquired the right to use the surname "Poiret" in connection with his goods concurrently with the plaintiff. P. O. LAWRENCE, J., held that the plaintiff had not been guilty of laches, and that the fact that NASH had been carrying on business as JULES POIRET did not, under the circumstances of the case, confer on him any concurrent right to the use of the name "Poiret." It will be observed that, in many respects, this case resembles the *Chartreuse* case (*Rey v. Lecoulourier*, 25 R.P.C., 265; (1908) 2 Ch., 715).

General Smuts' Theory of the British Constitution.

IV.—Rival American Theories in the Eighteenth Century.

THE first period of Constitutional Theory ends with the Whig Revolution of 1689, which asserted the supremacy of the English Parliament both in England and in the English Colonies. The second period ends with the American Treaty of Peace, 1783, in which England acknowledged the complete independence of her thirteen revolting colonies. The third or modern epoch then commenced. But the intervening period, that of the great Eighteenth Century, was fruitful in Imperial movements, and marked a very great stage in the development of our Imperial Constitution. We must treat this period in some detail.

When William and Mary ascended the thrones of England, Scotland, and Ireland, they were also accepted as sovereigns by the continental plantations in America and the West Indies, and by the settlers in Newfoundland. Of these, the continental plantations were the most important alike in numbers, wealth and influence. They were divided into two categories, Royal Colonies and Chartered Colonies; but in both cases alike they were governed in accordance with a written constitution; they had a Governor, a Council which acted as the Second Chamber, and a Legislative Assembly. The Governor was usually appointed by the King, as in the Royal Provinces of Virginia and Carolina. But sometimes he was nominated by the person or body to whom the King had granted the chartered rights in a chartered colony, e.g., the heirs of William Penn in Pennsylvania, and of Lord

Baltimore in Maryland. And sometimes he was even the elected representative of the people, as in Rhode Island. But in every case he acted as the King's viceroy, possessed a veto on legislation, and gave or withheld his assent to colonial measures in accordance with the instructions of the King.

But here a curious situation arose. For the King was unwilling to find money with which to pay the salaries of his Governor—and, indeed, of his judges. The Legislative Assemblies of each colony accordingly voted these salaries out of their own funds. And this put in their power a most ingenious handle for bending the Governor to their will. For they postponed the vote on his salary unless and until the annual Bills of the session had been presented to him and had received his assent. If his assent was refused to any Bill, the vote was postponed. This put Governors in a most helpless, not to say ridiculous, position. Naturally they never exercised the Royal veto unless compelled by the most positive instructions from Whitehall to exercise it in a case of the kind which was before them. Even then they did not always exercise it. Indeed, in order to secure exercise of the veto, it was the practise in the chartered colonies for the grantees of the Charter to take from the Governor they nominated, before appointing him, a bond that he would obey his instructions and exercise the veto in a proper case! Even then, Governors did not always carry out their instructions. For they were between the devil and the deep sea. If they withheld the Royal Assent to a colonial Bill covered by their instructions, they lost all hope of receiving their salary from the Colonial Legislature. But if they granted the Royal Assent, they forfeited the moneys named in their bond. Surely such bonds were opposed to public policy! But no one seems ever to have questioned their legality and validity.

The unfortunate judges were in the same parlous case. They were appointed at the Royal pleasure, as is the case to-day in our Crown Colonies. But no salary was provided: that was left to the annual votes of the Colonial Assemblies. These had no hesitation in dealing faithfully with judges whom they suspected of a Royalist bias. The shipmoney judges in England would have fared badly had they been judges in Virginia or Massachusetts. In fact there was no such thing as judicial independence. The judge who offended the King lost his appointment. The judge who offended the Legislature lost his salary. To steer clear between King and people became a political art of enormous difficulty, and in this stormy sea the judges learned that capacity for finding a *via media* or golden bridge between two opposite and irreconcilable views, which has been one of the most remarkable traditions and characteristics of the United States judiciary in its later period of independence. Probably it was the memory of their colonial impotence which led influential judges and lawyers to see that, in the Constitution of 1787, the independence of the Supreme Court judges was sufficiently protected by that document. It is, indeed, amply protected. The salary of a Supreme Court judge is fixed by the Constitution and cannot be decreased by Congress. Only a constitutional amendment can do that. Last year (1920) the Supreme Court held that a provision in the Income Tax Acts compelling Supreme Court judges to pay Income Tax is *ultra vires* and unconstitutional, for it decreases the actual income received by each such judge.

Of course, this state of things did not pass without notice in England! The obvious suggestion that the salary of governors and judges should be made independent of an annual vote was naturally mooted. But no colonial legislature would assent to that. Then it was proposed that judges should be appointed for life, subject to good behaviour, and receive a fixed salary for life; but neither the King nor the colonial legislatures would accept this reasonable compromise. The King's ministers in England saw that American lawyers and judges took different views from Blackstone and Coke on the fundamental issues of constitutional law, and they could not afford to give up the only control they possessed over such judges, namely, the right of dismissal. The legislatures were equally unwilling to trust to the independence of the judges; once they were sure of their salaries, the influence of "public opinion" upon them might weaken. So the bad system lasted right up to the War of Independence.

The legislatures in every colony were elected in accordance with charter, or constitution, as the case might be. The system was one of rural and urban territorial constituencies, as in England. The franchise varied much in different colonies, but of course was everywhere confined to freemen: slaves and bond-servants had no vote, but the white bond-servants acquired all ordinary civil and political rights on the termination of the period of their indentures. In Virginia and Carolina, there was a freehold qualification with a considerable property limit; this confined the franchise to the gentry and great planters. In the New England colonies, on the other hand, membership of a church was usually all that was required, and Rhode Island had practically universal suffrage. But most of the other states had a freehold franchise: every forty-shilling freeholder had a vote. This meant, of course, in a small community of yeomen and farmers, that practically every freeman had a vote. We may add here that the United States Constitution of 1787 did not itself provide for a uniform, or even a democratic, franchise in the elections of congressmen: it accepted the franchise as it existed in each state. But after 1787 a great struggle took place between the "Republicans," or followers of Thomas Jefferson, and the "Federalists," or followers of Alexander Hamilton, as to the proper basis of the franchise. Hamilton and the Federalists took the aristocratic view and wished to retain a property qualification. Jefferson and the Republicans believed in the "Rights of Man," and desired universal manhood suffrage. The latter gradually won in every state, and by 1820 the constitution of every state had been amended on those democratic lines.

So far, then, it will be seen that in the eighteenth century the constitutional conflicts in America were merely duplicates of those in seventeenth century England. The two political parties in each state, indeed, called themselves Whigs and Tories respectively. But a special peculiarity soon arose to distinguish American from England soil. For the British Parliament claimed the right to legislate for America. As a matter of fact, until 1702, it never did legislate specially for America. It passed the Navigation Acts and a number of trading statutes which greatly restricted the commerce of America, but those statutes also affected England. They were not more burdensome on America than on England. They gave Americans certain monopolies of English trade in exchange for similar monopolies of American trade given to England. In fact, America benefited by these laws. For wherever they restricted the traders of England in favour of America, those laws were strictly enforced in England. But wherever they imposed restrictions on Americans in favour of Englishmen, the shrewd transcontinental simply ignored them—he smuggled, and no English Government could do anything to prevent wholesale smuggling in distant America. So long as this state of things continued, American theorists and lawyers might protest against the legality of Imperial statutes which purported to bind the colonies, but practical American citizens saw that the statutes had no effect in practice and did not worry about them. As for the Whig ministers of George I and George II, they left America alone. In fact, they never opened the despatches which duly and regularly arrived from each American governor complaining of his inability to enforce the Navigation and Trade Acts. In an evil moment, Charles Townshend opened and read his American despatches. He saw that "something must be done" to uphold the law. He attempted to do two things—and in the event England lost America. It has often been said, perhaps truly, that if Townshend had only followed the example of less strenuous predecessors and put his American despatches in the waste-paper basket, England might still have held America.

But Townshend opened and read his American despatches. That was in 1760, when George III ascended the throne. Townshend soon learned two things. The first was that smuggling was open and rampant in America. When the collectors got a warrant to seize the illegal cargo of A.B. before they arrived at A.B.'s warehouse that merchant had rolled his casks into the yard of C.D. When a warrant was obtained against C.D., that gentleman leisurely transferred the contraband wares to the premises of X.Y. And so on. The collectors were helpless. Townshend suggested that the Governors should issue "general warrants," i.e., warrants authorising the revenue officer to seize contraband anywhere, not naming the person, place, or goods. In Massachusetts a brave Governor actually obeyed his instructions and issued those general warrants, or "writs of assistance," as they were called. In the other colonies no Governor was found bold enough to do so. At once the fat was in the fire. The "writs of assistance" were claimed to be contrary to *Magna Carta* and therefore absolutely illegal. The King's Advocate of Massachusetts, James Otis, resigned his office as a protest and argued the case against them in court. His argument made a great stir. The English Ministers feared that the law might be decided against them in the Colonial Courts. And so, in order to make the law safe, they passed in the English Parliament a statute declaring "writs of assistance" to be legal in America.

At once, a new issue was raised—the right of Parliament to enact, not general Imperial measures affecting the whole Empire, but a specific measure for Massachusetts. The American lawyers and politicians at once challenged that right. Otis published more than one pamphlet on the matter, challenging its legality. But it is interesting to note, as a sign of the extent to which the claims of the English Parliament to authority in the colonies had been accepted in America by responsible legal opinion, that Otis did not take up the broad ground that Parliament could not legislate for a colony. He explicitly admitted that right of Parliament: he was a Whig and could not forget the Whig Revolution and its theory of Parliamentary Sovereignty. But he quoted Coke against his successors. He took the old ground laid down by Coke and the early Puritans, that Parliament is limited in legislative authority by *Magna Carta* and the Common Law. It cannot pass a law contrary to the fundamental principles of the Common Law. If it does enact such a law, the enactment is *ultra vires*, and should be held to be void by the judges. This old forgotten doctrine of Coke, which no one in England now accepts, spread like wildfire through the American colonies. It was argued that "writs of assistance," i.e., "general warrants," were contrary to *Magna Carta* so that neither the English Parliament nor any local legislature could enact them. That was the first, or conservative, view of the constitution elaborated by James Otis.

But Townshend soon provoked a second conflict. His despatches had also told him that the Colonial Legislatures would not vote the moneys necessary to pay the King's Troops in America who had saved them from French dominion. So he passed a Parliamentary Act, the Stamp Act of 1762, imposing stamp duties on America. It was a failure from the point of view of revenue; no one would use the stamps. But it led all the Colonial Legislatures to unite in asserting a second limitation on the power of Parliament: it could not impose internal taxes on America. These must be voted by the people's representatives. This view was in accord with the Whig doctrine of "No taxation without representation." The Whigs, therefore, who immediately afterwards succeeded Townshend in power, under the leadership of George Grenville, repealed the Stamp Act and imposed instead Customs Duty on imports; this, they claimed, was external taxation, not internal taxation, and so was not within the prohibited doctrine. But by this time all America had arisen to the issue

"No taxation without representation": the Legislatures unanimously protested against the legality of taxation imposed on American colonies by an English Parliament.

Benjamin Franklin now came to the fore. He proposed that the American colonies should receive representation in the Imperial Parliament and then be duly taxed by representatives of the Commons who included their own representatives. He drew up a scheme of representation which applied to all colonies, West Indian as well as continental. In this interesting scheme each colony received at least two votes in the British House of Commons; Barbados had the same representation as Virginia. The colonists, at first, seemed attracted by the scheme. But for the Boston massacres, and the evil passions aroused by that unhappy episode, the scheme might have been accepted by all as a solution. But, once blood was tasted, the colonists would compromise no more. A bold Virginian lawyer and orator arose, Patrick Henry by name, who put forward a bolder theory. He denied the authority of the English Parliament in any American colony, whether or not its enactments infringed Otis' constitutional principle of fundamental laws, or Franklin's doctrine of "No Taxation without Representation." He contended that, under the first, principles of the English Common Law, the right to make laws in any place was a natural right vested in the free inhabitants of the place. They indicated the natural mode of exercising the right by their local customs. The "Customary Legislation" of the "Customary area" had alone the right to enact valid laws for that area. The English people in America and England were one people, but organised in different states, with different local customs and constitutions. They were all alike brother states and allies, each of which had entered into a contract with the King—by which he was bound, and on breach of which he forfeited his rights over the people of that state—embodied in its own local constitution. No one was sovereign over the others. England was but *Primus inter Pares*. The refusal of England to accept Patrick Henry's doctrine led to the secession of the American colonies. But clearly that doctrine is precisely the one generally attributed to General Smuts. The subsequent development of colonial theory must be left for our next and last article.

(To be concluded.)

Res Judicatæ.

Trade Fixtures and Fixtures *in situ*.

The judicial definition of terms contained in the covenants of a lease are always worth noting, especially when two courts take diametrically opposite views of their meaning, for then one cannot rely on the practitioner finding for himself the approved construction without consideration of the decision. That is just what happened in *Re British Red Ash Collieries Ltd.* (1920, 1 Ch. 32), where the Court of Appeal reversed Mr. Justice ASTBURY's interpretation of the following covenant. In a mining lease the lessees had covenanted that "at the end or sooner determination of the term all erections, fences, and fixed machinery in the demised seams or on the surface of the said premises shall be left in good repair and condition by the lessees." Owing to failure to pay mortgage interest the debenture-holder of the mining company obtained the appointment of a receiver who was authorized by an Order of the Court to sell the machinery and plant on the premises; he did so, and paid the proceeds into court. The question then arose whether ordinary mining "trade fixtures" came within the covenant first quoted. If they did, of course they must be excluded from the sale of machinery and plant since they were the lessor's property, not that of the lessees. Mr. Justice ASTBURY considered that the covenant was ambiguous, and not wide enough to cover ordinary trade fixtures; it must be construed strictly so as to cover only such fixed machinery as was in fact fixed or *in situ* at the termination of the lease. But the Court of Appeal held that the covenant could not be narrowed down in this way which would deprive the lessors of nearly all the protection to which they were entitled; the lessors were entitled to the trade fixtures. But these had been severed and sold in an anticipatory breach of covenant. Were the lessors bound to wait until the expiry of the term and then sue in damages for breach? No, held the court. They can follow the assets thus converted at once into the hands of the receiver, affirm the contract (by ratifying his agency to sell), and take the proceeds of the sale.

Waiver expressly declared not to be such.

A very curious point that surely must have come up before, yet had to be considered as a matter of first impression in the absence of reported cases, came before a Divisional Court in *Hartell v. Blanchley* (1920, 2 K.B. 161). Here a landlady determined a tenancy by notice to quit. The tenant wrote her enclosing money as and for rent accrued due at the expiry of the notice. The landlady's solicitor replied to the tenant "(our client) does not recognize you as her tenant, and we will retain the money for the time on account of use and occupation of the premises but not as rent." The tenant naturally relied on this letter as effecting a continuance of the tenancy in accordance with the well-known doctrine that acceptance of rent after expiry of a tenancy by notice or forfeiture amounts to a waiver of the notice or forfeiture, as the case may be. The contention of the owner, on the other hand, was that no waiver can possibly arise where any intention to waive rights is expressly disclaimed. The question is a troublesome one. Waiver is a matter either

of estoppel or of contract. To amount to an estoppel there must be some express or implied representation to the tenant that the tenancy continues as before, in reliance on which the tenant alters his position to his disadvantage. It is difficult to see any such representation here; in fact, there was the exact logical contradictory of such a representation, for there was an express statement that the tenancy was at an end as such. Estoppel, therefore, seems inapplicable. Let us consider contract to waive. In such a contract A expressly or impliedly waives his rights against B in consideration of some payment, act or promise, moving from B. Here B gave consideration, and A accepted it. But A's acceptance, although constituting a contract, does not necessarily amount to a contract to waive B's expiry of tenancy. Another contract is possible, namely, a contract by A that, in consideration of B's payment, he will not sue B for "trespass rent," i.e., for use and occupation. This was, in fact, the express promise the landlord did make. Against this it may, however, be argued that A accepted B's money which B only offered as rent under the tenancy and not as trespass-rent. It may be said that A cannot both appropriate and reprobate, cannot lawfully accept the money except for the purpose with which B tendered it. The point is certainly far from clear. But the Divisional Court, not always a very convincing or authoritative tribunal where real property law is in issue, took the view that there had been a waiver and a recognition of the continuance of the tenancy.

Pleading in Ejectment Actions.

A point of practice which every practitioner ought to note, because it is neither familiar nor quite obvious, was the subject-matter of Mr. Justice P. O. LAWRENCE's decision in *Gates v. Jacobs* (1920, 1 Ch. 567). We need hardly say that where recovery of premises is claimed by the landlord on the ground of a breach of covenant under section 14 of the Conveyancing Act, 1881, a notice requiring compliance with the covenant must first be served on the tenant, and such notice is a condition precedent of the owner's right to recover. Now, in pleading, we believe it is the almost invariable practice of the pleader to allege in his statement of claim the service of such a notice, and the non-compliance therewith by the defendant. Only in exceptional circumstances, we fancy, would one come across a pleading which omitted to aver such an essential condition precedent to the plaintiff's right of action. But suppose, for some reason, the statement of claim does omit it, as happened in the case on which we are commenting. Does the plaintiff's action go by the board—subject, of course, to his right to claim the exercise of the judicial discretion to amend the pleading on terms? The view taken by the learned judge was that no such defeasance happens. For the service of the statutory notice and the non-compliance therewith by the defendant are an essential condition precedent to the plaintiff's right of action, they are, therefore, implied in the claim and need not be specifically pleaded. This is ingenious. But is it sound? The defendant, dealing with a statement of claim, must either specifically deny each allegation in it or else is taken to admit any allegation not denied. Supposing a defendant dealing with such a claim denies every allegation expressly made, but does not set up a number of allegations not expressly made, although necessary to the plaintiff's success, can he fairly be held to have admitted these hypothetical allegations simply because he has not traversed them? We do not think he can, and, therefore, would hesitate to rely on the correctness of this interesting decision.

Reviews.

THE SOLICITORS' DIARY, ALMANAC AND LEGAL DIRECTORY (with which is incorporated THE LEGAL DIARY), 1921, containing an excellent Diary for each day in the year, Treatises on the Stamp Act and on Estate, Succession and Legacy Duties, etc., etc. The Treatises on Oaths, Solicitors' Charges and Death Duties are revised by ROBERT CARTER, Esq., Solicitor. Seventy-seventh year of publication. Waterlow & Sons, Ltd.

We have now to add the above useful annual to the Legal Diaries which we noticed recently. As well as the actual space which is given for daily records and memoranda, it contains complete lists of barristers and solicitors practising in London and in the country, and it is a very useful feature that the addresses, both in London and the country, are given in full. But we do not find that the alphabetical list of country solicitors which was given in the Legal Diary (now incorporated in this Diary) has been reproduced. This was frequently serviceable, and we suggest that it is a feature worth preserving. The general information as to stamps, death duties, registration of title and of deeds, solicitors' costs and other matters is very full and well arranged; and the Table of Reported Cases decided under the Solicitors' Remuneration Act and Orders is useful for ready reference.

THE LAWYER'S COMPANION AND DIARY. Stevens & Sons, Ltd.; Shaw & Son.

With reference to our review of this Diary (*ante*, p. 187), it should be pointed out that it is issued in no less than ten different sizes, from three days on one page to two pages to one day.

As there were no cases for hearing at the Quarter Sessions, the Recorder of Poole (Dorset), Mr. Rayner Goddard, has returned his last quarter's salary to the mayor, less the tax, with a request that it should be devoted to a deserving charity.

Books of the Week.

Diary.—The Solicitors' Diary, Almanac and Legal Directory (with which is incorporated the Legal Diary), 1921. The Treatise on Oaths, Solicitors' Charges and Death Duties are revised by ROBERT CARTER, Solicitor. Seventy-seventh year of publication. Waterlow & Sons, Ltd.

Directory.—The Scottish Law Directory for 1921, containing a Diary for every day. Thirtieth year. William Hodge & Co., Ltd. 10s. net.

Owner or Tenant?—Inaugural address to The Edinburgh Scots Law Society. By the Rt. Hon. LORD CLYDE, Lord Justice-General. William Hodge & Co., Limited.

League of Nations.—To-day and To-morrow. December, 1920. Hodder & Stoughton, Limited. 6d.

Headway.—The Monthly Progress of the L.N.U. December, 1920. The League of Nations Union, 15, Grosvenor-crescent, S.W.1.

CASES OF LAST SITTINGS. House of Lords.

A. G. MOORE & CO. v. DONNELLY. 2nd and 17th December.

WORKMEN'S COMPENSATION—INJURY BY ACCIDENT—BREACH OF A STATUTORY PROHIBITION—ADDED PERIL—WORKMEN'S COMPENSATION ACT, 1906, s. 1 (1) (2) (c)—COAL MINES ACT, 1911, s. 86—EXPLOSIVES IN COAL MINES ORDER OF THE 1ST SEPTEMBER, 1913 (S. R. and O., 1913, No. 953, par. 3 (a)).

Where a workman is doing an act which is expressly forbidden either by the terms of his employment or by a statutory prohibition, and he meets with an injury by accident, the accident cannot "arise out of" his employment within the meaning of s. 1 (1) of the Workmen's Compensation Act, 1906.

Appeal by the employers, coal masters of Dalkeith, from an interlocutor of the First Division of the Court of Session, reported 57 S.L. Rep. 380, affirming an award of the sheriff-substitute (Guy) at Edinburgh. The respondent and another workman employed to act as shot-firers in a mine had two shots which were to be fired by detonators attached. Each man lighted the fuse of his shot and retired to a place of safety. There was an explosion, and within ten minutes of the explosion the respondent returned to the place of the "other shot," i.e., the shot which had not so far exploded, when it blew off in his face, causing him serious and permanent injuries. The sheriff-substitute found that in returning so soon the respondent infringed paragraph 3 (a) of the Explosives in Coal Mines Order of the 1st September 1913, Statutory Rules and Orders, 1913, No. 953, which prohibits a shot-firer returning to the place where a shot had missed for until one hour had elapsed from the time the fuse was first lighted. But he held that the defence of serious and wilful misconduct could not be raised, as the man was seriously and permanently incapacitated by the accident, and he awarded the injured man compensation. The judges of the First Division were also of opinion that the breach of this statutory regulation did not necessarily limit the sphere of the employment, and that as a shot-firer he was doing what he was authorised to do, but was doing it in a wrong way. The employers appealed. After consideration their lordships allow the appeal.

LORD BIRKENHEAD, C., said he was of opinion that the appeal must be allowed.

LORD FINLAY pointed out that the question was whether the workman at the time of the accident was acting within or outside the sphere of his employment. The arbitrator held that he was acting within the sphere of his employment. In the Court of Session he was affirmed on the authority of *Concey v. Pumpherson Oil Co.* (1911, S.C. 660; 4 B.W.C.C., 392), but the Lord President gave at some length his reasons for thinking that apart from that authority the decision should have been the other way. A month after judgment in the present case was given *Bourton v. Beauchamp* (64 Sol. J., 601; 1920, A.C. 1001) was heard in this House, and he thought the facts in this case were undistinguishable from those in *Bourton's* case. He desired to add that the question whether the workman was acting without the sphere of his employment did not depend upon whether the regulation infringed was statutory. The same result followed if the terms of his employment were to the same effect as the statutory regulation. The question was simply whether what the man was doing fell within the sphere of his employment and was the same whether the sphere was defined by statute or by the contract of employment.

LORD DUNEDIN, in agreeing, said that if a shot-firer went back within the prohibited time he was going out of the sphere of his employment, for he was doing what he was not employed to do. He desired to add that he now considered his decision in *Concey v. Pumpherson Oil Co.* (1911, S.C. 660; 4 B.W.C.C. 392) as Lord President, was wrongly decided, and that Lord WRENSHURST'S criticism in *Harding v. Brynudd Colliery Co. Ltd.* (55 Sol. J. 300; 1911, 2 K.B., 747) on his judgment was well founded.

LORD ATKINSON and LORD SHAW were also of opinion that the appeal should be allowed. COUNSEL for the appellants: *Condie Sandeman*, K.C. (of the Scottish Bar) and *H. W. Beveridge*; for the respondent: *Moncrieff*,

K.C., and *W. H. Stevenson* (both of the Scottish Bar). AGENTS, *Beveridge & Co.*, for *W. T. Craig*, Solicitor, Glasgow; *W. & J. Burness*, W.S. Edinburgh; *P. F. Walker*, for *Gray, Muirhead & Carmichael*, S.S.C. Edinburgh and Dalkeith.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Court of Appeal.

In re A DEBTOR, No. 206 of 1920. No. 1. 29th October and 3rd December.

BANKRUPTCY—EMERGENCY LEGISLATION—PROTECTION OF DEBTOR FROM EXECUTION—"OFFICER OF HIS MAJESTY'S FORCES"—POSITION AFTER DEMOBILIZATION—COURTS EMERGENCY POWERS ACT, 1917 (7 & 8 Geo. 5, c. 25), s. 8—NAVAL FORCES ACT, 1903 (3 Edw. 7, c. 6), s. 1—ROYAL NAVAL VOLUNTEER RESERVE ACT, 1917 (7 & 8 Geo. 5, c. 22).

A debtor joined the Royal Naval Volunteer Reserve in July, 1918, and was given a commission as lieutenant. Judgment was recovered against him by default in October, 1918. In July, 1919, he was demobilized, but retained his commission, and in March, 1920, a bankruptcy notice was served upon him. A receiving order was made in June, 1920.

Held, that, after demobilization, his status was that of a volunteer liable to but not called up for naval or military service, and therefore he had ceased to enjoy the protection from process of execution given to officers and men of His Majesty's Forces by the Courts (Emergency Powers) Acts.

Appeal by a debtor from a decision of the Registrar in Bankruptcy making a receiving order. The debt was in respect of a loan advanced in April, 1918. In July, 1918, the debtor was given a commission as a lieutenant in the Royal Naval Volunteer Reserve. In October, 1918, he was served with a writ in an action to recover the debt. He was then about to go on board his ship, which was ordered to Constantinople, and on 20th November judgment was given against him in default of defence. On 3rd July, 1919, he was demobilized, but he had not been gazetted out of the service, nor had he received any notice of discharge. On 5th March, 1920, a bankruptcy notice was served upon him, and on 29th June the receiving order from which he appealed, was made. The question raised by the appeal was whether the debtor was still an officer and a member of His Majesty's Forces for the purpose of the Courts (Emergency Powers) Acts, or whether the protection from bankruptcy conferred on him under those Acts ceased to operate six months after his demobilization. After hearing the arguments the Court caused a letter to be written to the Secretary of the Admiralty asking certain questions as to the meaning and effect of demobilization, the answers to which are found in the judgment below, and adjourned the case in the meantime.

THE COURT dismissed the appeal.

LORD STERNDALE, M.R. said that the effect of demobilization was perfectly well understood for the purposes of naval discipline and administration, but its legal effect was not understood. Demobilization of an army or of a naval force was understood, but the legal effect of the demobilization of an individual was not so apparent. Therefore the Court had obtained further information in answer to certain questions which they had put from the Admiralty. That was contained in a letter from the Secretary to the Admiralty, dated November 16th, 1920. In answer to the questions of the Court the letter replied: (1) Demobilization takes place by the executive authority of the Admiralty—see Royal Proclamation of August 3rd, 1914, made under the Naval Forces Act 1903, the last paragraph of which authorizes the Admiralty "to give . . . and to revoke directions" for calling out volunteers; (2) In accordance with this Proclamation directions have been issued from time to time and were finally embodied in one Order, namely, Monthly Order 921/19, a copy of which is sent herewith for information; (3), (5) and (6) Various regulations for the R.N.V.R. have been made under the Statute of 1903 from time to time and are embodied in the Regulations for the R.N.V.R., 1909, but an Addenda was issued in 1914. None of these regulations deals with demobilization, but one relates to the resignation of their commissions by officers in the R.N.V.R. and is to the effect that when not called out officers will be permitted to resign their commissions or appointments at the discretion of the Admiralty; (4) There are no regulations defining "demobilization" so far as individual officers or men are concerned; the only official definition referring to the whole process of disbandment of the Naval Force is as follows:—"The whole process of disbandment of such men of the Naval Forces now serving therein as will leave active service on the reduction of the Navy to its peace footing"; (7) It has not been the practice to gazette out officers, though this has been done in some cases. Demobilised officers pass to the status of volunteers not called out for service and do not pass out of the force by the mere fact of demobilization. One comprehensive order will be made cancelling all temporary commissions granted during the war, not previously cancelled, as soon as the statutory date for the termination of the war has been fixed; (8) An officer in the R.N.V.R. not on actual service is not entitled to wear his uniform except on certain ceremonial occasions or when undergoing drills or training. Officers were, however, allowed to wear uniform for one month after demobilization. For all practical purposes, therefore, officers who came under those regulations were regarded as having severed their connection with the Service on demobilization; they were under no legal liability to serve again. The debtor came under the

Naval Forces Act, 1903, but not under the Royal Naval Volunteer Act, 1917, which extended the term of service to five years, so that his term of service was only three years from the date when he joined, which time, however, had not yet expired. By the Naval Forces Act, 1903 (3 Ed. VII., c. 6) it was provided:—S. 1 (1) It shall be lawful for the Admiralty to raise and maintain a force to be called the Royal Naval Volunteer Reserve; (2) The provisions of the Royal Naval Reserve (Volunteer) Act, 1859, as amended by any subsequent enactment, shall apply to the force so raised, subject to the following modifications—namely, (i) Section 2, section 3, the proviso to section 5 and section 20 of the Royal Naval Reserve (Volunteer) Act, 1859, shall not apply to the force raised under this section. The proviso to section 5 of that Act which empowered His Majesty by Proclamation to extend the period of service of Royal Naval Volunteers, on an emergency, to five years, did not apply to the debtor, and he did not come under the Act of 1917, which extended that power to men of the Royal Naval Volunteer Reserves, as he was not in service at the date of the Proclamation. The question was, did the debtor still come under the protection of the Courts Emergency Powers Act, 1917, as extended by the War Emergency Laws (Continuance) Act, 1920, or had he ceased to be a member of His Majesty's Forces. If he ceased to be a member on demobilization, the period of six months had expired, and he was no longer entitled to the protection of the Acts. The Monthly Order 921/19 described the process of "disbandment," and defined the discharge of men as their final discharge after twenty-eight days' leave, on the expiration of which they were automatically discharged. Officers were provided for in a section entitled "Release of Officers". This required a certificate of demobilization to be issued to the officer. Then followed a number of regulations, mostly to enable officers so released to obtain civil employment. The process of demobilization involved the filling up of a large number of forms both by the officers and the executive. In his (his lordship's) opinion the position of the debtor was stated with very fair accuracy in paragraph (7) of the letter of the Secretary of the Admiralty. A demobilized officer passed to the status of a volunteer not called out for service. He still retained his commission, and was liable to be called up for active service, though he could return to civil occupation. Looking at the general intention of the legislature, from a broad standpoint, and not merely as a matter of naval discipline, it would be seen that this gentleman no longer received pay, and had no right to wear uniform except on ceremonial occasions. It was accurate to say that his status was that of a volunteer not called out for active service. The meaning and intention of the Acts was well shown by a passage from the judgment of the late Master of the Rolls (Lord Swinfen) in *In re A Debtor* (1919, 1 K.B., 169), where he said "In the case of a large number of persons engaged in the ordinary occupations of civil life, contracting debts from day to day, whose daily business is not interfered with by their liability to be called up, there would be no sense or meaning in exempting every one of those persons from liability to execution in respect of debts incurred under contracts. The manifest object of such a provision was to protect soldiers—officers and men—engaged in the important business of warfare from being harassed by claims under contracts". Here they were dealing with a gentleman who had been demobilized from the Navy, and was now engaged in civil life. His position was exactly analogous to that of a man who was liable to military service, but had not yet been called up. For the purposes of the emergency laws he had therefore ceased to be a member of His Majesty's forces. The receiving order therefore was properly made, and the appeal must be dismissed.

WARRINGTON, L.J., delivered judgment to the same effect, and YOUNGER, L.J., concurred. COUNSEL, Clayton, K.C., and G. F. Kingham; E. W. Hansell. SOLICITORS, Lloyd Richardson & Co.; C. J. Smith & Hudson.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

RAWLINGS v. GENERAL TRADING CO. No. 2. 12th November, 20th December.

AUCTION—GOVERNMENT STORES—AGREEMENT BY TWO OR MORE PERSONS NOT TO BID AGAINST EACH OTHER—PUBLIC POLICY—WHETHER SUCH CONTRACT IS ENFORCEABLE.

Held, (Scrutton, L.J., dissenting) that an agreement by two or more persons not to bid against each other at an auction so that they might keep down prices and share the profits among themselves afterwards was not against public policy.

Simble, that at common law the plaintiff had a right to require the defendants to account for moneys received by them on a joint account.

Decision of Shearman, J. (1920, 3 K.B. 30) reversed.

Appeal from a judgment of Shearman, J., who held that an agreement for what is known as a knock-out at an auction was against public policy and unenforceable. The plaintiff brought his action claiming from the defendants who carry on business as the General Trading Co., an account of profits arising out of an agreement between them that at a public auction of Government stores, they would not bid against each other for shell cases, and that they would share the profits which should result from the purchase of any such articles by only one of them bidding and so keeping down the prices. The defendants pleaded that no such agreement had been made. *cur adve. call.*

BANKES, L.J., in allowing the appeal said he thought the case was covered in principle by the decision in *Galton v. Emuss* (1 Coll. 243), and the other cases that followed it. After 70 years, during which the Courts had refused to regard such an agreement as an indictable offence, he did not think it open to Shearman, J., to take the view he did, although in so doing that learned judge seemed influenced by the fact that the goods in this case were Government stores. If there was any conflict between the rules of law and the rules of equity on this point—and he did not consider that there was—the latter must prevail—Judicature Act, 1873, section 25 (1), and if the law under modern conditions required alteration, it must be altered by statute. In his opinion the appeal should be allowed. There would be an order for an account of the tins sold or disposed of by the defendants, and of those remaining in their hands half profits realised by the defendants to be handed to the plaintiff. But there was a further point raised by the plaintiff, that even if the agreement were held to be against public policy, the defendants were bound at common law to account to him for what was received in a joint account. It was sufficient to point out the vital distinction between the case of *Bridger v. Savage* (15 Q.B.D., 363) which was cited in support of that contention, and the present case. Since here the plaintiff was attempting to enforce the actual contract which was impeached, whereas in *Bridger's* case the contract was held to be a collateral contract.

SCRUTTON, L.J., dissented. The effect of the contract was to prevent the plaintiff from bidding at the auction. As between the parties there was nothing unreasonable in that for the plaintiff was to get half the goods bought at a price which would be lower because he did not raise the bidding. But the effect on the public or the community was that free competition at auctions, which afforded a ready market for realizing goods, was restrained and the property offered might be sold below its true value. That was especially so where the goods sold were those of the public themselves—of the State. He agreed with Shearman, J., that the Courts should not enforce by injunction an agreement not to bid at an auction. It was true that the point of illegality of the contract was not pleaded, the defendants only said that there was no such contract, but it was clear on authority that where all the facts were before the Court and it could see clearly that it was contrary to public policy to enforce the agreement, the Court should so although the pleadings did not raise the point. Here all the relevant facts were before the Court, and he was of opinion that the contract sought to be enforced was against public interests and was, therefore, unenforceable.

ATKIN, L.J., delivered a considered judgment in accord with that of Bankes, L.J. The appeal was accordingly allowed with costs.—COUNSEL, for the appellant, McCall, K.C., and Walter Stewart; for the respondents, Bray. SOLICITORS, Bolton, Jobson and Yate-Lee; G. S. Crawshaw.

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re PEEK'S CONTRACT. Eve, J. 14th December.

TRUSTEE—SALE OF RECTORY HOUSE—DEATH OF RECTOR BEFORE COMPLETION—NO SUCCESSOR APPOINTED—CORPORATION SOLE—VESTING ORDER—TRUSTEE ACT, 1893 (56 & 57 Vict. c. 53), s. 26, ii (c).

A rector contracted to sell the rectory house, but died before completion of the purchase. No successor to the living had been appointed, and none was likely to be appointed. The purchasers had accepted the title.

Held, that the court had power to declare that the late rector was at the time of his death a trustee and to make a vesting order.

This was a petition for a declaration and vesting order by the purchasers of the rectory house of the united parishes of St. Magnus the Martyr and St. Margaret, King William Street, in the City of London. The rectory was vested in the late rector as a corporation sole, and by a contract of June last he agreed to sell the rectory house to the petitioners for the sum of £8,000, under the powers of the statute 1 & 2 Vict. c. 23, section 7. The consents required by the Act to the sale, namely, those of the Archbishop of Canterbury, the Bishop of London, and Sir W. Peek, the patron of the living, had been obtained. The purchasers were willing to accept the title, but the vendor died before the date fixed for the completion of the purchase. No successor to the vendor had been appointed, and it was understood that none would be appointed. The petitioners now asked to have it declared that the late rector at the time of his death was a trustee of the rectory house for the purchasers and that the secretary and treasurer of Queen Anne's Bounty might be appointed a trustee under the Trustee Act and that the property might be ordered to vest in him. Counsel for the petitioners contended that the case fell within the Trustee Act, 1893, section 26, ii (c), and referred to *Re General Accident Assurance Corporation*, 1904, 1 Ch. 147; *Re Taylor's Agreement Trusts*, 1904, 2 Ch. 737; *Re No. 9 Bourmore Road*, 1906, 1 Ch. 359; and *Re Ruddington Land*, 1909, 1 Ch. 701.

EVE, J., said that it seemed to him from the cases referred to that there was some doubt about the matter, but he thought that the declaration could be made. He would therefore appoint the secretary and treasurer of Queen Anne's Bounty to be a new trustee of the property and the appropriate order would be made. The petitioners would pay the costs of the application. COUNSEL, Clayton, K.C., and Underhill. SOLICITORS, Ranger, Burton & Frost.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re BOSTOCK. NORRISH v. BOSTOCK. Eve, J. 9th December.

SETTLEMENT—CONSTRUCTION—EQUITABLE ESTATES IN REALTY—NO WORDS OF LIMITATION—PREVIOUS SETTLEMENT—REFERENCE TO BENEFITS THEREUNDER—ADVANCEMENT CLAUSE.

In the case of equitable interests it is not absolutely necessary to have words of limitation, but there must be circumstances sufficient to show an intention that the fee should pass.

Held that in the present case there was nothing to show an intention on the part of the settlor to pass the fee.

By a settlement dated September 13th, 1886, made on the second marriage of W. Bostock, freeholds described in the schedule thereto were settled by him to hold unto the trustees in fee simple subject to certain mortgages and after the marriage to such uses as the spouses should by deed appoint and so far as any such appointment should not extend to the husband and wife during their respective lives without impeachment of waste, and after their decease for the children of W. Bostock then or thereafter born, who should attain twenty-one if more than one in equal shares as tenants in common, and if there was no such child then in trust for the heirs of W. Bostock. The settlement included four classes of property, namely freeholds, leaseholds, chattels and choses in action which were settled upon trusts similar to those of the settled freeholds, each class being dealt with *seriatim* in appropriate language, the trusts being if there should be no child of W. Bostock for the persons entitled under the statute of distribution as if he had died intestate. The settlement contained a power of sale for the trustees who were directed to hold the proceeds upon the same trusts as were declared of the premises conveyed and assigned. The settlement also contained a power to charge the settled premises with sums not exceeding one half of the expectant share of any child of W. Bostock by way of advancement. The said W. Bostock had been previously married and under a marriage settlement of November 7th, 1870, the wife was given a power of appointment in favour of her children or remoter issue of the marriage. The settlement of 1886 contained a clause providing that no child of W. Bostock should take any interest under that settlement without bringing into hotchpot all benefits which he or she might be entitled to under the settlement of 1870. By his will dated April 10th, 1887, W. Bostock gave all his real and personal property upon trust after his wife's death for all his children in equal shares at twenty-one or in the case of daughters marriage. He died in 1895 leaving nine children all of whom had attained twenty-one. The joint power of appointment given by the settlement of 1886 was never exercised. This summons asked whether the children of W. Bostock were entitled to the fee simple or only life interests in the freeholds.

EVE, J. after stating the facts said it was necessary to examine the provisions and wording of the settlement of 1886, in order to see if there was any indication on the part of the settlor to pass the fee. The settlement comprised four kinds of property, namely, freeholds, leaseholds, chattels and choses in action and as to the last three the children took absolute interests, but there was nothing to show that because one class of property went in a particular manner the other classes of property were to go in the same way. It was not absolutely necessary to have technical words as in the case of legal estates in land, but there must be circumstances sufficient to show an intention that the fee should pass: *Re Thursby's Settlement* (1910, 2 Ch. 181). No case had been cited in which the provisions of the settlement immediately preceding the gift over were similar to those in the present case and little reliance could be placed on the advancement clause. There was therefore nothing in this settlement sufficient to show the intention of the settlor to confer more than life interests on the children. **COUNSEL, E. Ackroyd, H. Mather, H. R. P. Gamon. SOLICITORS, North, Kirk & Co., Liverpool.**

[Reported by S. K. WILLIAMS, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

THE "CITY OF EDINBURGH." Hill, J. 1st December.

SHIP—LIMITATION OF LIABILITY OF DOCK OWNERS—MERCHANT SHIPPING ACT, 1900 (63 & 64 Vict., c. 32), s. 2—LIABILITY OF SHIPOWNERS AND OTHERS.

In order to claim the benefit of section 2 of the Merchant Shipping Act, 1900, and thereby limit the claimants' liability for damage, the damage must have been caused within a dock or area over which they performed some duty or exercised some control in their capacity as dock owners, and not in their capacity as ship repairers.

In 1918 the steamship "City of Edinburgh" was lying in the Hornby Dock, belonging to the Mersey Docks and Harbour Board, and when the Plaintiffs, who were the owners of a graving dock at Garston, were engaged in fitting her with mine defence equipment, a fire broke out on board her, and the ship and cargo were damaged. Her owners thereupon instituted an action against these plaintiffs, and ultimately the House of Lords decided that these plaintiffs were liable for the loss so caused, and further actions were instituted against these plaintiffs by cargo owners. They now sought in this action to limit their liability for the damage done by the fire under section 2 of the Merchant Shipping Act, 1900. The section is as follows:

"The owners of any dock or canal or a harbour authority or a conservancy authority as defined by the Merchant Shipping Act, 1894, shall not where without their actual fault or privity any loss or damage is caused to any vessel . . . or to any goods . . . be liable to damages beyond an average amount not exceeding eight pounds for each ton of the tonnage of the largest registered British ship which at the time of such loss or damage occurring is or within the period of five years previous thereto has been within the area over which such dock or canal owner . . . performs any duty or exercises any power." The plaintiffs proved that the "Bellagio" was the ship in their dock which fulfilled the above conditions. They also proved her tonnage and the amount of their liability on the aggregate of £8 per ton, and sought to limit their liability to that amount. The defendants contended that the section did not apply unless the damage had been caused within a dock or area over which the plaintiffs performed any duty or exercised any power, and that in this case the damage was not so caused, and so the plaintiffs could not have the benefit of this section.

HILL, J., after stating the facts, said: This application is novel because of the extraordinary results which would follow if the plaintiffs' contentions were acceded to. They contend that the words of section 2 are plain, and that they are the owners of a dock within the meaning of the section, and that it is not for the court to disregard the plain meaning of this section. If, however, the plaintiffs were right, it would follow that if they were doing repairs to a ship at Pernambuco or at Singapore, they would be equally entitled to the limitation of liability. The statute, like all other statutes of limitation of a common law right, has to be construed strictly against the person who sets it up. In fixing the liability this statute has regard to an area, i.e., the area over which the dock owner performed any duty or exercised any power. I see nothing in the section to compel me to say that a person who becomes liable, not because he is a dock owner, or because the ship is at the time in the area of his dock, is entitled to limit his liability on the mere ground that he happened to own a dock. The liability is one which the plaintiffs incurred as shipowners, not as dock owners, nor at or near their dock. I am satisfied that no interpretation of the section drives me to the conclusion contended for, and I accordingly dismiss this action with costs.—**COUNSEL, Aspinall, K.C., Greaves Lord, K.C., and L. Noad; Miller, K.C., and James Dickinson. SOLICITORS, Weightman Pedder & Co., Liverpool; Hill, Dickinson & Co., Liverpool.**

[Reported by L. M. MAY, Barrister-at-Law.]

The Lord Chancellor, says the *Times*, with the leave of the King, has left London by sea for Gibraltar and Marseilles. He will be absent for about three weeks. The Lord Chancellor, says the *Times*, is the Keeper of the Great Seal, which cannot legally be taken out of the country. When, about a year ago, he spent a few days in Paris, the question was raised as to the custody of the Seal, there being no provision in the Constitution for a Lord Chancellor's absence from the United Kingdom except by the delegation of his office to a commission. The only Keeper who ever took the Great Seal out of the country was Cardinal Wolsey. Lord Brougham once (in 1834) took it as far as Scotland, where some frivolous ladies hid it. When he recovered it, he allowed the ladies, so it is said, to make pancakes with it by pouring the ingredients between the discs.

New Orders, &c. Supreme Court, England. FUNDS.

THE SUPREME COURT FUNDS RULES (ENEMY FUNDS IN COURT), 1920

1. The Right Honourable Frederick, Lord Birkenhead, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby, in pursuance of the powers contained in the Court of Chancery (Funds) Act, 1872, the Supreme Court of Judicature Act, 1875, the Supreme Court of Judicature (Funds, &c.), Act, 1883, the Supreme Court of Judicature (Procedure Act), 1894, and of every other power enabling me in that behalf, make the following Rules:—

1. The following words shall be inserted at the end of Rule 45 of the Supreme Court Funds Rules, 1915:—

3. In any case in which funds in Court of a value not exceeding £500 are under or by virtue of any of the Trading with the Enemy Acts or the Treaty of Peace (Germany) or the Treaty of Peace (Germany) Order, 1919, or anything done or suffered thereunder transferable or payable to the Custodian or to the Controller of the Clearing Office as the case may be, directions of the Court in writing under the signature of a Master shall be sufficient authority to the Paymaster to deal with such funds or the income thereof and shall be treated as equivalent to an Order. Provided that any such directions shall be given upon a Summons which shall be in such form and shall be served on such person or persons (if any) as the Master may direct.

2. These Rules may be cited as the Supreme Court Funds Rules (Enemy Funds in Court), 1920.

Dated the 11th day of December, 1920.

Birkenhead, C.

WE CERTIFY that the Rules are made with the concurrence of the Commissioners of His Majesty's Treasury.

James Parker.

J. Townyn Jones.

PROCEDURE.

THE RULES OF THE SUPREME COURT (POOR PERSONS), 1920. DATED
DECEMBER 10, 1920.

(Continued from page 207).

APPENDIX K., FORM I J.

In the High Court of Justice, Division.
RULES OF THE SUPREME COURT (POOR PERSONS).

In re AN APPLICATION BY

(1) Give full Christian and Surname; if a woman state whether married or single.
(2) Give full postal address.

(3) Here state what legal assistance you require, e.g., "to take proceedings for a divorce," "to take proceedings for damages for personal injuries," "to defend proceedings brought against me by," or as the case may be.

(4) Give full name and postal address of the person you wish to proceed against or who is proceeding against you.

(5) Strike out the words in brackets except in matrimonial causes where the wife is applicant.

(6) State your occupation or trade.

(7) Strike out the words in brackets except in matrimonial causes where the wife is applicant.

I (1) _____
of (2) _____
hereby apply to be admitted as a Poor Person.
(3) _____
(4) _____

Give the names and addresses of two persons who are not relations of yours and who are not witnesses in the case, who can give information as to your character and means:—

(i) Full name _____
Full postal address _____
(ii) Full name _____
Full postal address _____

I DECLARE that I (and my husband together (5)), do not possess £50 or £50 worth of goods, furniture, property, savings or investments (excluding my wearing apparel and tools of trade, and the subject matter of the action or proceeding).

I am employed as (6) _____
(and my husband is employed as (7) _____). My average earnings are _____ per week (and his average earnings are (7) _____ per week).

(Signed)

the _____ day of _____ 19 ____
To the Prescribed Officer (Poor Persons),
Royal Courts of Justice,
London, W.C.2.

(Or to the District Registrar &c., as the case may be.)
Here shortly state the grounds in support of the case.

APPENDIX K., FORM I J. (1).

In the High Court of Justice, Division.
RULES OF THE SUPREME COURT (POOR PERSONS).

In re AN APPLICATION BY

Affidavit as to Means in Support of Application.
(Note.—To be used in Matrimonial causes only.)

(a) Give full Christian and Surname.
(b) Give full postal address.

(c) State occupation.
(d) Say how long you have been in your present employment.

(e) Say how long you were employed.

(f) State amount.

I (a) _____
of (b) _____
having made an application to be admitted as a Poor Person under the Rules of the Supreme Court (Order 16, Rules 22-31) make oath and say as follows:—
(1) I am employed as (c) _____
and have been employed for (d) _____
Or, I am at present out of employment, but when last employed I was employed as (c) _____ I was last employed for (e) _____ at a weekly wage of (f) £ _____
(2) During the last six months I have earned (f) £ _____

(g) State the value and strike out anything you do not possess, e.g., if you have no furniture strike out "furniture."

(h) State husband's occupation.

(j) State how long he has been in his present employment.

(k) State amount.

(l) State how long he was employed.

(3) I possess (g) £ _____ worth of goods, furniture, property, savings and investments (excluding my wearing apparel and tools of trade and the subject matter of the action or proceeding).

(4) The answers to the questions contained in the Schedule marked "A" attached to this Affidavit are true.

NOTE.—Paras. 5 and 6 to be struck out except where the wife is the applicant.

(5) To the best of my knowledge and belief my husband is employed as (h) _____ and has been so employed for (j) _____ and his average earnings are (k) £ _____ per week.

Or, to the best of my knowledge and belief my husband is at present out of employment but when last employed was employed as (h) _____ and was employed for (l) _____ at a weekly wage of (k) £ _____

(6) During the last six months he has to the best of my knowledge and belief earned (k) £ _____ (or) his average earnings have been (k) £ _____ per week.

Signature of Applicant _____

Sworn, &c. _____

Reporting Solicitor.

Schedule "A."

Answer the following questions:—

(i) "Yes" or "No."

(1) Do you support or help to support any person besides yourself?

Answer (i) _____
If the answer is "Yes," fill up the following form:—

Name of Person you support.	Full postal address of Person you support.	Age of Person you support.	What relation to you is the Person you support? Say whether he or she is your Father, Mother, Wife, Child, or other relation.	How much Money does each Person you support cost you every Week?
1				
2				
3				
4				
5				

(ii) "Yes" or "No."

(2) Have you been during the last six months, and are you now in receipt of any pension, compensation, allowance, strike or sick pay, or income from any other source?

Answer (ii) _____

Para. (3) to be struck out except where the wife is applicant.

(3) To the best of your knowledge and belief has your husband during the last six months, and is he now in receipt of any pension, compensation, allowance, strike or sick pay, or income from any other source?

Answer (ii) _____
If the answer is "Yes," state the amount and say where it comes from.

This is the Schedule marked "A" referred to in the Affidavit of _____ sworn before me this _____ day of _____ 19 ____

Signature of Applicant _____

Reporting Solicitor.

Orders in Council. The Census Order, 1920.

Whereas by sub-section (1) of Section one of the Census Act, 1920, it is provided that His Majesty may by Order in Council from time to time direct that a Census shall be taken for Great Britain, and any Order so made may prescribe the date of such Census, the persons by whom and in respect to whom the returns for the purpose of such Census are to be made and the particulars to be stated in the returns, subject in the case of the particulars aforesaid to the provisions of sub-section (2) of the said Section:

Now, therefore, His Majesty, by and with the advice of His Privy Council, in pursuance of sub-section (1) of Section one of the Census Act, 1920, and of all other powers enabling Him in that behalf, is pleased to order, and it is hereby ordered as follows:—

1. (1) This Order may be cited as the Census Order, 1920.
(2) The Interpretation Act, 1889, applies to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

2. A Census shall be taken on the 24th day of April, 1921 (hereinafter called "the Census day"), in respect of all persons in Great Britain who are alive at midnight on that day.

3. The returns for the purpose of the Census shall be made with respect to the classes of persons mentioned in the first column of the First Schedule to this Order by the persons specified opposite each such class in the second column of that Schedule:

Provided nevertheless that any person claiming in the prescribed manner to make a confidential return shall, subject to the prescribed conditions, be deemed to be the person by whom the return is to be made with respect to himself.

4. The return shall state—
(a) in the case of all persons with respect to whom returns are to be made in England and Wales, the particulars specified in Part I of the Second Schedule to this Order;

(b) in the case of all persons with respect to whom returns are to be made in Scotland, the particulars specified in Part II of that Schedule; and

(c) in the case of all persons with respect to whom returns are to be made in Wales (including Monmouth) the additional particulars specified in Part III of that Schedule.

[Two Schedules as above.]

21st December.

Gazette, 31st December.

The London Gazette of 31st December, also contains Orders in Council:—

(1) Varying the Representation of the People Order (21st December).
(2) Extending the Copyright Order of 24th June, 1912 (S. R. & O. 1912, No. 913) to Austria and Greece, subject to certain modifications (21st December).

Ministry of Transport Order. RATES ADVISORY COMMITTEE.

REVISION OF RAILWAY RATES AND CHARGES FOR THE CARRIAGE OF MERCHANDISE AND LIVE STOCK.

PROPOSED NEW CLASSIFICATION OF GOODS.

Notice is hereby given, that proposals of the Railway Companies for a New Classification of Goods in connection with the Revision of Rates and Charges have been prepared and printed and that copies may be obtained on and after 1st January, 1921, from the Railway Clearing House, Seymour Street, Euston Square, London, N.W.1, on payment of 3s. 6d. for each copy (or 4s. post free).

Any Trader desiring to submit to the Rates Advisory Committee objections to the proposals of the Railway Companies or alternative proposals on his own account must obtain from the Secretary to the Rates Advisory Committee forms for the making of such objections or proposals, and must lodge the objection or proposal on the said form on or before the 31st January, 1921. Notice will be given in due course of the date on which the proposed New Classification will be considered.

Notice is also given that a preliminary meeting to discuss the general principles and procedure to be adopted in regard to the New Classification will be held on Tuesday, the 18th January, 1921, at 11 o'clock in the forenoon at the Old Hall, Lincoln's Inn, London, W.C.

29th December.

Ministry of Agriculture and Fisheries Order.

NOTICE.

NEW BASIS FOR THE REDEMPTION OF TITHE RENTCHARGE.

The Minister of Agriculture and Fisheries gives notice that, for the purpose of the redemption of tithe rentcharge for which application is made after the 1st January 1921, until further notice, the "gross annual value" for the purposes of the Tithe Act, 1918, will be at the rate of £118 for each £100 of tithe rentcharge (commuted value), and the compensation for redemption will be seventeen times the "gross annual value" after the deductions therefrom prescribed by the said Act have been made.

The above figures have been settled on the recommendation of a Departmental Committee, consisting of Sir Charles Longmore, K.C.B. (Chairman), Sir Henry Rew, K.C.B., and Mr. W. R. Le Fanu.

Ministry of Agriculture and Fisheries.

1st January, 1921.

APPROVED and COMMENDED by leading EXPERTS for the REMEDIAL TREATMENT of all grades of MENTAL DEFECT.

The ROYAL EARLSWOOD INSTITUTION

is a REAL HOME for those UNDEVELOPED persons of both sexes who need kind control and expert supervision in Good Schools, Farm, Kitchen Garden and Manual Training.

Trust Funds are available for the Children of Barristers, Solicitors, and Clergy of Church of England.

Admission on Inclusive Fees. If whole cost cannot be paid, by votes of Subscribers, with part-payment. No competition, only a small definite number of votes required.

Legacies as Endowments create permanent benefits.

Full information of Mr. H. HOWARD, Secretary, 14-16, Ludgate Hill, London, E.C.4. Telephone: 5297 City.

Ministry of Labour Orders.

UNEMPLOYMENT INSURANCE ACT, 1920.

Whereas application has been made to the Minister for a decision on the question whether the employment of a person—

(a) as a charwoman in a solicitor's office;
(b) as a charwoman in the warehouses of a firm of wholesale merchants;
(c) as a charwoman in Government offices;

is such employment as to make that person an employed person within the meaning of the Unemployment Insurance Act, 1920:

Now, therefore, the Minister, by virtue of the power conferred on him by Section 10 of the said Act, decides that the said employment is such as to make the said person an employed person within the meaning of the said Act.

15th December, 1920.

[Gazette, Jan. 4, 1921.

UNEMPLOYMENT INSURANCE ACT, 1920.

Whereas application has been made to the Minister for a decision on the question whether the employment of a person to attend to the heating and lighting apparatus of a mansion house and to work in the garden attached to the said mansion house is such employment as to make that person an employed person within the meaning of the Unemployment Insurance Act, 1920:

Now, therefore, the Minister, by virtue of the power conferred on him by Section 10 of the said Act, decides that the said employment is not such as to make the said person an employed person within the meaning of the said Act.

10th December, 1920.

[Gazette, Jan. 4, 1921.

Ministry of Food Order.

ORDER AMENDING THE BACON, HAM AND LARD (SALES) ORDER No. 2, 1920.

The Food Controller hereby orders that the Bacon, Ham and Lard (Sales) Order, No. 2, 1920, as amended (S.R. & O., 1920, Nos. 1708 and 2106) (hereinafter called "the Principal Order") shall be further amended as follows:—

1. The Schedule to this Order shall be substituted for Part III of the Second Schedule to the Principal Order.

2. Copies of the Principal Order hereafter to be printed under the authority of His Majesty's Stationery Office shall be printed with the amendments provided for by this Order, and the Principal Order shall on and after 11th December, 1920, be read and take effect as hereby amended.

[The Schedule.]

10th December.

PRE-WAR GERMAN DEBT CLAIMS.

The Board of Trade announces—British Nationals, who have registered claims against German Nationals in respect of pre-war debts, will shortly receive a notification from the Clearing Office that the last day for making the necessary statutory declaration in support of their claims is 31st March, 1921. No claim in respect of pre-war debts will be admitted which is lodged after that date, unless the Controller of the Clearing Office is satisfied that the omission to lodge the declaration by the date mentioned arose from circumstances for which the creditor could not justly be held responsible.

BRITISH PROPERTY IN GERMANY.

It is, says *The Times*, officially announced that an agreement was signed yesterday, 31st December, by the Secretary of State for Foreign Affairs and the German Ambassador for safeguarding the restitution of British

property in Germany under Article 297 of the Treaty of Peace, and meeting certain difficulties with regard to storage and other charges incurred on such property, where it was not actually taken over by the German authorities. The agreement also provides for the release from the charge under the Treaty of Peace of household furniture, personal belongings, and implements of trade belonging to German Nationals up to a moderate amount in cases where the income of the German National does not exceed a certain sum, and for permitting German Nationals in certain cases to bid at sales by auction of their property on its liquidation in this country under the Treaty of Peace. Certain clauses of the agreement can only be carried into effect by the passage of legislation in Germany, but in the meantime it is to be applied without delay so far as can be done by administrative action; no actual release of German property will be made, however, until the necessary steps have been taken in Germany and the agreement has been ratified.

Societies.

General Council of the Bar.

The Annual General Meeting of the Bar will be held in the Inner Temple Hall, on Tuesday, 18th January, 1921, at 4.15 o'clock.

The Attorney-General will preside.

Any member of the Bar shall be at liberty to bring forward for discussion at the Annual General Meeting any resolution, provided that notice thereof shall have been given in writing to the Secretary of the Council not less than seven clear days before the day of meeting, and that in the opinion of the Executive Committee of the Council such resolution is a matter of general interest to the Bar.

5, Stone Buildings,
Lincoln's Inn, W.C.2.

HAROLD HARDY,
Secretary.

Council of Legal Education.

Evening Lectures, Hilary Term, 1921.

A course of six lectures will be delivered by Dr. B. H. Spilsbury, Lecturer on Morbid Anatomy and Histology, St. Bartholomew's Hospital, Lecturer on Medical Jurisprudence, London School of Medicine for Women, in the Old Hall, Lincoln's Inn, on Thursday evenings, commencing 20th January, at 8 p.m. The subject will be—

- "Medical Jurisprudence."
20th January—Signs of Death.
27th "—Rape, &c.
3rd February—Abortion, &c.
10th "—Infanticide.
17th "—Infanticide (*continued*).
24th "—Mechanical Injuries and Wounds.

A syllabus of the lectures has been published.

The first lecture will be delivered on Thursday, the 20th January, at 8 p.m. The Rt. Hon. Lord Justice Atkin, Chairman of the Council, will preside.

The lectures will be open to all Members of the Inns of Court free, to articulated clerks on payment of a fee of half a guinea, and to non-members on payment of a fee of one guinea for the course.

Tickets for non-members to be obtained at the Office of the Council, 15, Old Square, Lincoln's Inn, W.C.2.

J. F. WALEY,
Secretary.

United Law Clerks' Society.

The Lord Chancellor (Lord Birkenhead) has consented to preside at the 89th Anniversary Festival of the Society to be held at the Hotel Cecil, on Monday, 18th April 1921.

Incorporated Accountants.

Results of Examinations held 16th, 17th, 18th and 19th November, 1920.

FINAL.

HONOURS CANDIDATES IN ORDER OF MERIT.

WILLIAMS, HARRY, London. (First Prize and First Certificate of Merit.)
CORBIN, EDWARD, Liverpool. (Second Prize and Second Certificate of Merit.)

LEECH, WILLIAM LESLIE, London. (Third Prize and Third Certificate of Merit.)

LOVEDAY, REGINALD ERNEST, London. (Fourth Certificate of Merit.)

STAFFORD, PERCIVAL HERBERT, Newport, Mon. (Fifth Certificate of Merit.)

In alphabetical order, 104 candidates; sixty-eight candidates failed.

The papers of two were reserved for further consideration.

INTERMEDIATE.

HONOURS CANDIDATES IN ORDER OF MERIT.

PALMER, ALFRED, Newcastle-on-Tyne. (Prize and First Place Certificate.)

WORSLEY, JOHN HENRY, Burnley. (Second Place Certificate.)

BAILEY HENRY ROLLINSON, Smethwick. (Third Place Certificate.)

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BROMFIELD, FRANCIS LESLIE, London. (Fourth Place Certificate.)

ARIS, DOUGLAS HEATH, London. (Fourth Place Certificate.)

In alphabetical order, 185 candidates; seventy-seven failed.

PRELIMINARY.

HONOURS CANDIDATES IN ORDER OF MERIT.

MUNGLE, HUGH FINDLAY, Workington. (First Place.)

WOOD, ARTHUR, Manchester. (Second Place.)

STONE, HUBERT JAMES, London. (Third Place.)

Twenty-six candidates passed; twenty candidates failed.

General List of Petitions for Private Bills, Session 1921.

Deposited on or before the 17th December, 1920.

No.	NAME OF PETITION.	PARLIAMENTARY AGENT.
1	South Hants Water - - -	Bircham & Co.
2	Hastings Tramways (Extension) -	Rees & Freres.
3	Chatham and District Light Railways Company	Rees & Freres.
4	Millom Urban District Council Water	Hargreaves & Crowthers.
5	Limerick Markets - - -	J. M. McDonnell & Jackson.
6	Bradford Canal (Abandonment) -	Grahames & Co.
7	Rhymney Valley Water Board -	Rees & Freres.
8	Liverpool Mineral and Metal Storage Company, Limited (Delivery Warrants)	Sherwood & Co.
9	Waltham and Cheshunt Gas - -	Sherwood & Co.
10	Westminster City Council (General Powers)	Allen & Son.
11	Cambridge University and Town Waterworks	Rees & Freres.
12	Falmouth Docks - - -	Rees & Freres.
13	Bristol Water - - -	Sherwood & Co.
14	Middlesex County Council (General Powers)	Sherwood & Co.
15	South Metropolitan Gas - -	Sherwood & Co.
16	Cardiff Gas - - -	R. W. Cooper & Sons.
17	Swansea Gas - - -	R. W. Cooper & Sons.
18	Thames Conservancy - - -	Wyatt & Co.
19	Lancashire County Council (Drainage)	Sherwood & Co.
20	Sunderland and South Shields Water	Sherwood & Co.
21	Wrexham and East Denbighshire Water	Sherwood & Co.
22	Colne Corporation - - -	Baker & Son.
23	Earby Urban District Council -	Baker & Son.
24	Leyton Urban District Council -	Sherwood & Co.
25	Portsmouth Water - - -	Sherwood & Co.
26	Radcliffe and District Joint Gas Board	Lewin, Gregory & Anderson.
27	Preston Corporation - - -	Sherwood & Co.
28	Southend Water - - -	Sherwood & Co.
29	North Staffordshire Railway -	Burchells.
30	Stock Conversion and Investment Trust, Limited	Grahames & Co.
31	Eastbourne Waterworks - -	Grahames & Co.

No.	NAME OF PETITION.	PARLIAMENTARY AGENT.
32	South East Essex Water - -	Sherwood & Co.
33	South Shields Corporation - -	Speechly, Mumford & Craig.
34	Sutton District Waterworks - -	John Kennedy & Co.
35	Herts and Essex Water - -	Torr, Durnford & Co.
36	Mid. Glamorgan Water Board - -	Torr, Durnford & Co.
37	Tendring Hundred Water and Gas	Torr, Durnford & Co.
38	Metropolitan Water Board (Charges)	Dyson, Bell & Co.
39	Metropolitan Water Board (Various Powers)	Dyson, Bell & Co.
40	Batley Corporation - - -	Dyson, Bell & Co.
41	Oxford Electric Tramways - -	Lees & Co.
42	Wandsworth, Wimbledon and Epsom District Gas	Lees & Co.
43	Westgate and Birchington Water -	Lees & Co.
44	Corporation of London (Bridge) -	Sherwood & Co.
45	Liverpool Corporation - - -	Sherwood & Co.
46	North Eastern Railway - - -	Sherwood & Co.
47	Cattedown Wharves - - -	Sharpe, Pritchard & Co.
48	Lee Conservancy - - -	Sharpe, Pritchard & Co.
49	Manchester Corporation (General Powers)	Sharpe, Pritchard & Co.
50	Manchester Corporation Water-works	Sharpe, Pritchard & Co.
51	Rotherham Corporation - - -	Sharpe, Pritchard & Co.
52	Southampton Corporation Water -	Sharpe, Pritchard & Co.
53	Tottenham Urban District Council	Sharpe, Pritchard & Co.
54	Bexhill Corporation - - -	Sharpe, Pritchard & Co.
55	Coventry Corporation - - -	Sharpe, Pritchard & Co.
56	Durham County Transport - - -	Sharpe, Pritchard & Co.
57	Hoylake and West Kirby Urban District Council	Sharpe, Pritchard & Co.
58	Nelson Corporation - - -	Sharpe, Pritchard & Co.
59	Grimsby Corporation - - -	Dyson, Bell & Co.
60	Leicester Corporation - - -	Dyson, Bell & Co.
61	East Surrey Water - - -	Rees & Freres.
62	South Essex Waterworks - - -	Rees & Freres.
63	Taf Fechan Water Supply - - -	Rees & Freres.
64	Burnley Corporation - - -	Sharpe, Pritchard & Co.
65	Croydon Corporation Water - - -	Sharpe, Pritchard & Co.
66	Nuneaton Corporation - - -	Sharpe, Pritchard & Co.
67	St. Helen's Corporation - - -	Sharpe, Pritchard & Co.
68	Taf Fechan Valley Water Board -	Sharpe, Pritchard & Co.
69	Wigan Corporation - - -	Sharpe, Pritchard & Co.
70	Rhymney and Aber Valleys Gas and Water	Dyson, Bell & Co.
71	Thames Deep Water Wharf and Railways	Dyson, Bell & Co.
72	London County Council (General Powers)	Dyson, Bell & Co.
73	British Dyestuffs Corporation, Limited (Railways Transfer)	Dyson, Bell & Co.
74	County of London Electric Supply Company, Limited	Dyson, Bell & Co.
75	Harrogate Gas - - -	Dyson, Bell & Co.
76	Ionian Bank, Limited - - -	Dyson, Bell & Co.

HORACE WEST,

Principal Clerk of Committee and Private Bill Office.

Committee and Private Bill Office,
House of Commons,
17th December, 1920.

Excess Rent Claim.

We printed last week from the *Evening Standard* a report of a Rent Restriction case. The following letter appeared in that paper of 31st December:—

Sir,—With reference to the report under the above heading in your paper of the 22nd inst. of the case in the Marylebone County Court, may I, as the solicitor for the plaintiff society, call your attention to a mistake in the concluding paragraph of your report?

The rent was a contractual figure agreed in October 1918, and the amount allowed as a "set-off" was not £15 15s., but £5 only (being six months' technical "excess"), and such allowance having been offered to and refused by the tenant, the judge ordered her to pay the costs of the action.

I trust that you will correct your report in this respect in fairness to my clients.

Queen Victoria-street, E.C.4.

WALTER AUSTIN ZABELL.

TO TRUSTEES AND OTHERS.

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at 6½ per cent. per annum
repayable at par at death or
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Commission to Agents.

The HASTINGS COUNTY
BOROUGH COUNCIL are
prepared to receive Loans
on the above terms.

FULL PARTICULARS APPLY:

BOROUGH ACCOUNTANT,
HASTINGS.

Magistrate on Tenants' Conduct.

At Old-street Police Court on Wednesday, says *The Times*, Mr. Wynn Wernick, barrister, appeared for the Governors of Peabody's Buildings, Spitalfields, in support of an adjourned application for an ejectment order. Mr. Wernick said that this was not like the case of an ordinary landlord, because under the trusts they had to let to a certain class of people and maintain a high moral standard. Evidence was given that the woman tenant in question, a widow with three children, was living with a man, and had been seen the worse for drink.

The Magistrate (Mr. Clarke Hall) said that the mere fact of people who were not married living together in rooms did not constitute any nuisance within the meaning of the Act. It had been suggested that in stating that he was putting forward a view that was grossly immoral, but it was not his duty to express any opinion on the point of morality, but on the provisions of the law. If that had been the only thing against the woman, he did not think a case would have been made out, but it had been said that under the rules of the Peabody Buildings, the tenants must be neither disorderly nor intemperate. Every one who knew London knew the valuable part the Peabody Trust had played in providing tenements, and he thought it was entirely reasonable to say that the tenants should be temperate. A woman who got drunk nearly every week was not a temperate person. It was on that ground alone that he made an order. It would be intolerable if landlords had a roving commission to inquire into the morals of their tenants.

Law Students' Journal. The Law Society.

The First Term of the year will commence on the 10th inst., on which and the following day the Principal will be in his room for the purpose of seeing students who desire to consult him as to their courses of study. Lectures and classes will commence on Wednesday, the 12th inst. The subjects to be dealt with during the term will be, for final students—(i) Equity and Procedure in the Chancery Division (the Principal); (ii) Criminal, Divorce and Ecclesiastical Law (Dr. Burgin); and (iii) Carriage and Insurance of Goods (Mr. R. A. Gordon); and, for intermediate students—(i) Public Rights (Mr. Formoy); (ii) Civil Injuries (Mr. Landon); and (iii) Outline of Accounts and Book-keeping (Mr. Dicksee). Revision classes

LAW REVERSIONARY INTEREST SOCIETY LIMITED.

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REVERSIONS PURCHASED. ADVANCES MADE THEREON.

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G. H. MAYNE, Secretary.

For final students will be held in—(i) Real Property (the Principal), and (ii) Bankruptcy (Dr. Burgin). The Degree class in Jurisprudence (the Principal) will be resumed, and a class in Roman Law (Mr. Landon), also for the Degree, will be commenced. Classes in Elementary Equity (Mr. Formoy) will be held for students enrolled under the Exemption Order; and intermediate students would also derive benefit from that course. Students wishing to enrol under the Exemption Order should communicate with the Principal without delay.

The new Term will be the first under the re-arranged session of three, instead of four, Terms.

A general assembly of all students proposing to attend Lectures and Classes during the First Term will be held in Class Room A, on Thursday, 13th January, at 4.15 p.m. The Chairman of the Legal Education Committee (Mr. J. W. Budd) will take the chair, and address a welcome to students.

Copies of the Prospectus and Time-table, and copies of the Regulations for the award of the three studentships offered by the Council in the present year, may be obtained on application to the Society's office.

Companies.

London Joint City and Midland Bank Limited.

The Directors of the London Joint City & Midland Bank Limited report that, after providing for all bad and doubtful debts and bonus to staff, the net profits for the year ended 31st December, 1920, amount to £2,831,861, which, with £726,852 brought forward, makes £3,558,713 for appropriation as follows:—

To interim dividend paid 15th July last and final dividend payable 1st February next, for the year 1920, at the rate of 18 per cent. per annum, less income tax, £1,367,094.

To reserve for depreciation of war loans and future contingencies, £1,200,000.

To bank premises redemption fund, £250,000.

Leaving to be carried forward a balance of £741,619.

For the year 1919 the dividend was at the same rate, £1,000,000 was reserved for depreciation of war loans and future contingencies, £250,000 was placed to bank premises redemption fund, and £726,852 was carried forward.

Obituary.

Mr. Arthur Phillips.

MR. ARTHUR PHILLIPS, formerly Standing Counsel to the Government of India, died last Saturday at Bath, in his 83rd year. He took his degree at St. Catharine's College, Cambridge, in 1864, being 15th Wrangler in the Mathematical Tripos, and was subsequently elected to a Fellowship at the same College. He joined the Middle Temple and was called to the Bar in 1867. He went to India shortly afterwards, and practised at the Calcutta Bar until 1895 and afterwards in England before the Privy Council. While in India he held the office of Standing Counsel to the Government of India, and was at one time Secretary to the Legislative Council of the Government of India. He was the author of two legal works "The Law Relating to the Land Tenures of Lower Bengal," and (in collaboration with Sir Ernest Trevelyan) "Hindu Wills."

Mr. Henry Bulcraig.

MR. HENRY BULCRAIG, J.P., died at his residence in Clapham Park, on 21st December in his 78th year. Admitted in 1882, he was for many years a member of the firm of Grant, Bulcraig & Co. Since 1909, until his death, Mr. Bulcraig was a member of the firm of Bulcraig & Davis, Donington House, Norfolk Street, Strand. He was appointed a Justice of the Peace for the County of London in 1909.

Legal News.

Dissolutions.

GEORGE WILLIAM TAYLOR and GRAHAM STRANG STEEL, Solicitors, 53, Gresham-house, Old Broad-street, in the City of London, "Morley, Shirreff & Co.", 25th day of December, 1920, owing to the tenancy of the aforesaid practices having been terminated. [Gazette, December 31st.]

WILLIAM GEORGE BURROUGH, ALEXANDER JEFFERIES CROWDER, Solicitors, at Wedmore, in the County of Somerset, "Burrough & Crowder," 31st day of December, 1920: the said William George Burrough will continue to carry on the business of a Solicitor, at Wedmore aforesaid, under his own name as from the 1st day of January, 1921. Gazette, January 4.

HENRY JAMES ERNEST HOLMES, HERBERT GREENWOOD WRIGLEY, Solicitors, at 9, Grimshaw Street, Burnley, in the County of Lancaster, "Holmes, Holmes & Wrigley," 31st day of December 1920. Gazette, January 4.

THOMAS WHITTINGTON, WILLIAM LEA, Solicitors, 120, Bishopsgate, London, E.C.2, "Whittington, Son & Barham," 30th day of November 1920: in future such business will be carried on by the said William Lea under the before-mentioned style or firm of Whittington, Son and Barham. Gazette, January 4.

Business Changes.

The business of FIELD, ROSCOE & Co., Solicitors, 36, Lincoln's Inn Fields, W.C., will, as from 1st January, 1921, be carried on by the present partners, with the exception of Mr. H. H. MARRIOTT, who is joining the firm of Morley, Sherreff & Co., and whose place will be taken by Mr. W. A. SCOTT.

The firm of GREENWELL, HIGHAM & Co., of 4 Berners Street, Oxford Street, W.1. having been dissolved by effluxion of time on the 31st December 1920, Mr. EDWARD EYRE GREENWELL is continuing to practise at the same address under the style of "GREENWELL & Co." and has admitted Mr. OSBORNE A. BUTCHER into partnership as from that date. Mr. S. STAGOLL HIGHAM will in future practise independently at the same address.

Appointments.

HIS HONOUR JUDGE SIR ALFRED ASPINALL TOBIN, K.C., has been appointed to be a Commissioner of Assize, to go on the Northern Circuit, and Mr. HUGO JOSEPH YOUNG, K.C., has been appointed to be a Commissioner of Assize, to go on the North-Eastern Circuit.

HIS HON. JUDGE BARNARD LAILEY, K.C., has been appointed Chairman of the Second Court of the Hampshire Quarter Sessions for the trial of prisoners.

General.

Mr. George A. J. Atkinson, one of the assistant town clerks for Liverpool, died suddenly on 31st December, in his office chair.

The death is announced, at Mansfield, last Monday, of Mr. William Maltby, aged 76, an old Nottinghamshire solicitor, and a member of the Rufford Hunt.

A woman applicant asked the Tottenham magistrate on Tuesday if her husband, who lived in Australia, could be made to maintain her. The Magistrate (Mr. Green) said that an Act was passed by Parliament to allow proceedings to be taken in such a case as the applicant's, to the end that a husband living in a colony could be made to maintain his wife in England. The Act was, however, inoperative at the moment because the Lord Chancellor had not yet drawn up regulations, as directed by Parliament, and he was now away for some weeks.

Mr. William George Synnot, of Manningtree, Essex, and of Ipswich, Suffolk, solicitor, who died on August 31, aged 61, left estate of the gross value of £16,029, with net personalty £11,413. The testator left:—£500 and one-half of the proceeds of sale of his practice to his managing clerk, Henry Mead; £200, certain furniture, and an annuity of £100 to Esther Redhead, his housekeeper, if in his service at his death; £300 to his clerk, Charles Mead; £500 to the Ipswich and East Suffolk Hospital; and £500 to the rector and churchwardens of Ballymoyer and Belleek, Armagh (his native place), Ireland, upon trust for the poor of the parish being members of the Church of Ireland.

At the Northampton Borough Quarter Sessions on 31st December a prisoner charged with felony challenged all the women called to serve on the jury as their names were called. The prosecution also challenged one man. The Recorder, addressing the women jurors, said the prisoner had a right to challenge twenty names, and he had exercised his right properly, and they must stand down.

Mr. John Stratford Dugdale, K.C., of Paper Buildings, Temple, for 43 years Recorder of Birmingham, and chairman of the Warwickshire Quarter Sessions, and before that Recorder of Grantham, and at one time Conservative M.P. for the Nuneaton Division, Chancellor of the Diocese of Birmingham, Worcester and Coventry, who died on October 27th, has left property of the value of £15,149, of which £11,417 is net personalty. Mr. Dugdale stated that the stocks and shares from which he derived his income had become so greatly diminished that he was unable to give the legacies and remembrances to relatives as he had in a previous will. He gives £500 to his wife, £50 and the office furniture at his chambers to his faithful clerk E. J. Morrell; 15s. a week to Henrietta Millard, his daughter's nurse; and 10s. to Thomas Booton, gamekeeper.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY ROTA.		APPEAL COURT No. 1.		M. Justice PETERSON.
Date.		Mr. Justice EYE.	Mr. Justice EYE.	Mr. Justice EYE.
Friday Jan. 7	Mr. Borrer	Mr. Bloxam	Mr. Syngé	Mr. Jolly
Saturday..... 8	Bloxam	Borrer	Jolly	Syngé
Monday Jan. 10	Mr. Goldschmidt	Mr. Borrer	Mr. Goldschmidt	Mr. Church
Tuesday..... 11	Church	Bloxam	Church	Goldschmidt
Wednesday..... 12	Borrer	Syngé	Goldschmidt	Church
Thursday..... 13	Bloxam	Jolly	Church	Goldschmidt
Friday..... 14	Syngé	Goldschmidt	Goldschmidt	Church
Saturday..... 15	Jolly	Church	Church	Goldschmidt
ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY ROTA.		APPEAL COURT No. 1.		M. Justice PETERSON.
Date.		Mr. Justice EYE.	Mr. Justice EYE.	Mr. Justice EYE.
Friday Jan. 7	Mr. Jolly	Mr. Church	Mr. Church	Mr. Goldschmidt
Saturday..... 8	Syngé	Goldschmidt	Goldschmidt	Church
Monday Jan. 10	Mr. Bloxam	Mr. Borrer	Mr. Jolly	Mr. Syngé
Tuesday..... 11	Borrer	Bloxam	Syngé	Jolly
Wednesday..... 12	Bloxam	Borrer	Jolly	Syngé
Thursday..... 13	Borrer	Bloxam	Syngé	Jolly
Friday..... 14	Bloxam	Borrer	Jolly	Syngé
Saturday..... 15	Borrer	Bloxam	Syngé	Jolly

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 20, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality.—Advtr.]

THE COURT OF APPEAL.

HILARY SITTINGS, 1921.

The Appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION.

Judgment Reserved.
(General List.)

Heard before The Master of the Rolls, Warrington and Younger, L.J.J.
Aktiengesellschaft Fur Autogene Aluminium Schweissung v London Aluminium Co ld (c.a.v. Nov 9)
In re Wedgwood, dec Allen v The Public Trustee and ors (c.a.v. Nov 10)

FROM THE CHANCERY DIVISION.

(General List.)

1920.
Davies and ors v Powell Duffryn Steam Coal Co ld (a.o. for a day to be fixed)
Morrow v Stepney Borough Council
In re Marquess Conyngham, dec Conyngham v Conyngham
Ellen v Goldstein (a.o.)
In re Hinckes, dec Dashwood v Hinckes and ors
In the Matter of the Trading with the Enemy Amendment Acts and In the Matter of the Deutsche Bank, Berlin, Enemies, etc
In re Huntley's Settlement Trusts Ames v Huntley and ors
The Atlas Assee Co ld v Mathieson and ors
In re Charles Bartholomew, dec Bain v Buckle
In re George Reeves, dec Reeves v Reeves
In re The Married Woman's Property Act, 1882 In re The Trustee Act, 1893 Wilkins v Wilkins
In re The Aramayo Francke Mines ld and In re The Trading with the Enemy Acts, 1914 to 1916
Aktiengesellschaft fur Anilin Fabrication in Berlin and ors v Levinstein ld (not before Feb 22)

In re Harcourt, dec Viscount Portman v Portman and ors
In re Hamilton, dec FitzGeorge v FitzGeorge
In Bostock's Settlement Norriah v Bostock
Gunston v Wincox ld
Edwards v Jones

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)
1919.

Probate In re the Estate of Francis Arthur Davies, dec Davis, George (Applt) v Wills, Alfred and ors (Respts)
(Applt. dead—s.o.)
Divorce Robinson, Alice Maud (Applt) v Robinson, James (Respt) (s.o. to fix a day)

1920.
Divorce Wingfield, Percy (Petrn) v Wingfield, Elizabeth, M (Respt) George E. Wright Motion (Co-Respt)
Divorce Talbot, M. J. (Petrn) v Talbot, B. G. (Respt)
Probate Wood v Gossage
Divorce Rickard, J. L. v Rickard, M. L. B.
Divorce Gater, S. W. v Gater, A. A.

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1920.
Welch, A C v Welch, R C

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

1920.

For Judgment.

In re a Debtor (expte The Debtor v The Petitioning Creditor and The Official Receiver), No 5 of 1920.

For Hearing.
In re a Debtor (expte The Debtor v The Petitioning Creditor and The Official Receiver), No 884 of 1920

1917.

Abated.

In re a Debtor (expte The Debtor), No. 246 of 1917

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1917.

Norman v Brooke (restored March 26, 1920 s.o.)

1920.

Attorney-General v John Brown (Revenue Side) (s.o. for Attorney-General)
Currie (Applt) v Commrs of Inland Revenue (Revenue Side)
Commrs of Inland Revenue (Appls) v Korean Syndicate ld (Revenue Side) (s.o. for Attorney-General)
The Petition of Right of The Newcastle Breweries ld (s.o. for Attorney-General)
Yuanmi Gold Mines ld v E A Eborall, Surveyor of Taxes (Revenue Side) (s.o. for Attorney-General)
Findlay v Wickham
The Elliot Steam Tug Co ld v John Payne & Co (s.o. generally Dec 15)
Myers & Hyams v Murdock & anr (not before Jan. 20)
Great Western Ry Co (on behalf of W H Hall, Clerk to G W Ry Co), Appls v G W Bater, Surveyor of Taxes (Revenue Side)
In the Matter of the Petition of Right of The City of Dublin Steam Packet Co (s.o. for Attorney-Gen.)

Wankie Colliery Co ld (Appls) v The Commrs of Inland Revenue (Respts) (Revenue Side) (s.o. for Attorney-General)

Cardbox ld v Judd & Co

Scaliaris v William Conway & Co. ld. and ors

Curling v Matthey

The Nord Wood Co. ld (Clmts) v The Black Sea Timber Co

Guinipero & Co v Libby, McNeill & Libby ld

Crisp v Hodborrow Mining Co ld (not before January 20)

Bache & Vig v Montague L Meyer In the Matter of an Arbitration Bache & Wagner v Montague L Meyer (s.o. for Attorney-General)

Boggis v Hemsley

F L Smith & Co (Appls) v F Greenwood, Surveyor of Taxes (Respt) Revenue Side (s.o. for Attorney-General)

Scaliaris v Overberg & Co

Rex v Council of Metropolitan Borough of Southwark (expte The trustees of the Borough Market of the Borough of Southwark)

Erlbach & Co v Gatty, Saunt & Co

E H Jones & Meakin ld v National Council of Young Men's Christian Assoc (Incorporated)

In the Matter of Petition of Right of John Robinson and Co ld (Petrns) and The King (Respt) (s.o. for Attorney-General)

Stanger v Clinton

Cliffe v The Hull & Netherland S.S. Co ld

Manchester District Registry Barton (trading as Barnard Barton & Co) v Yankee ld

W. WHITELEY, LTD.

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ESTATE DUTY, SALE, FIRE INSURANCE, ETC.

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IN

LONDON'S LARGEST SALEROOM.

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Jackson v Parker Parker v Jackson
(consolidated)
Dorras v Murdoch & Webb
Heap v Magrint
Manchester District Registry
Manchester Lines Id Owners of
S.S. Manchester Importer v Rea
Id
A C Durant v The Commrs of Inland
Revenue (Revenue Side)
Barnard v Hope
Copland v Orr
Chapple v Rees
Jacobs v Wolfe
Jefferson & Atkey & Co Id v The
Derbyshire Farmers Id
Rabicano v Airone
Fielding v J M Porter & Co
In the Matter of an Arbitration
The Owners of S.S. Magnhild v
McIntyre Bros (Charterers)
Millett v Van Hoek & Co
In the Matter of a Petition of Right
Charles trading as Charles & Co
(Supplier) v The King (s.o. for
Attorney-General)
Finnish Government (Minister of
Food) v H Ford & Co Id
J Vasseur & Co Id v Port of London
Authority
R Van Ommeren (Applts, Charterers)
v Rederi Sverre Hansen Owners of
S.S. Uller (Respts, Shipowners)
The Dominion Coal Co Id v Roberts
& anr (s.o. generally Dec. 17)
N Joachimson v Swiss Bank Corp
Drefus & Co v The Atlantic Shipping
& Trading Co
Henshall v Scott & Whaley
In re an Arbn between Messrs J & J
Denholme Id and The Shipping
Controller (s.o. for Attorney-Gen)
A Hind & Sons v Wild Bros & anr
Niger Co Id v Guardian Assce Co Id
& ora Same v Same Same v Same
Commrs of Inland Revenue v
Sanderson (Revenue Side) (s.o. for
Attorney-General)
The Attorney-Gen v The Company
of Proprietors of Selby Bridge
(Revenue Side) (s.o. for Attorney-
General)
The British-Italian Corp Id v The
Commrs of Inland Revenue
(Revenue Side) (s.o. for Attorney-
General)
Hickman v The Royal Agricultural
Soc of England
In re an Arbn between T & J
Harrison Owners of S.S. Inkona
and The Shipping Controller (s.o.
for Attorney-General)
Gibaud v The Gt Eastern Ry Co
Mayor & Co of West Bromwich v The
Spon Lane Colliery Co Id
Halls J E (widow) v Dolrants
Stovold v John Best Id
In re Arbitration Act 1880 and In
the Matter of an Arbn between
Lebeaupin (Buyer) and Richard
Crupin & Co (Sellers)
In the Matter of the Agricultural
Holdings Act 1908 and In the
Matter of an Arbn between H F
Smith of Didington & ora in the
County of Norfolk and the Minister
of Agriculture
Davies v Reeves
Godfrey v Thomson
Castle v H G Burford & Co Id
In the Matter of an Arbn between
Seid Mahmoud and M H Ishpani
In re an Arbitration between Geo E
Everett & Sons Id and Oliver
Harper & Co

In re an Arbitration between The
Oldham, Ashton, Hyde Electric
Tramway Co & The Corporation
of Ashton-under-Lyne & ora
In re an Arbitration between
Stathators & Co and Louis Dreyfus
& Co
The Cape Brandy Syndicate (Applts)
v Commrs of Inland (Revenue
Side) (Respts)
Liverpool District Registry Costi-
gan v J Blake & Co
Sussex Aero Club Id v Kenward
In the Matter of an Arbitration
between Japy Freres and Cie
(Climts) & R W J Sutherland & Co.
(Respts)
In the Matter of an Arbitration
between R W J Sutherland & Co
(Charterers) & The Owners of S.S.
Thoege
Howard, Houlder & Partners Id v
Union Marine Insce Co Id
In re an Arbitration between Denbigh
Cowan & Co and R Atcherley & Co
In re an Arbitration between Denbigh
Cowan & Co (Sellers) and R
Atcherley & Co.
The Shinyei Co Id v J & R Gold
In re an Arbitration between F W
Moore & Co Id (Climts) and
Landauer & Co (Respts)
Lavine v Walters
Kerman v Lord Clancarthy & ora
Glascoe v Pratt
Fettes v Robertson
Fisk v Eastland
Waterkeyn v Eagle Star & British
Diminions Insce Co Id & Price,
Forbes & Co Id
Malone v United Soc of Boiler Makers
and Iron & Steel Shipbuilders
In re an Arbitration between The
Commissioners for executing the
Office of Lord High Admiral of the
United Kingdom & The Owners of
the S.S. Valeria
Verschures Creameries v The Hull &
Netherlands Steamship Co Id
Mitchell v Davis
D Allester Id v Swift Shipping
Agency
Hammond v Whitworth
Cumbers v Reeman & Roche
Lambtons Id v Guy
Gaunt v British & Foreign Marine
Insce Co Id
Platt v Pugh
Mertens v Home Freeholds Co.
Picton Sambrook v West Wales
Farmers Dairy Soc
W Rees Sambrook v West Wales
Farmers Dairy Co Id
Dobb v Leiserowitz
In re The Petition of Right of Charles
Gane & Sons & ora
Charles Gane & Sons & ora v Clarke
& ora
Norris v Tapper
Collins v Central Engineering Co Id
Glass v Musson & Co
Sheppard v Mayor, & Co of Glossop
Mackworth v Hellard
Gudin v Digby
Hansson v Hamel & Horley Id
A Archer & Co Id v Nagels & Co Id
Morgan v Burt
Davenport v Brun
Dorland Agency Id v Bridge Paper
Mills Id
The Royal Commission on the Sugar
Supply v Garthwaite
Radcliffe-Hall v Fox-Pitt
Moriarty v Regents Garage &
Engineering Co Id

FROM THE PROBATE DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.
(Final List.)

1920.

Clan Robertson — 1918 — Folio 677
The Rome Steam Shipping Co Id
v Cayzer, Irvine & Co Id
Gulf of Suez — 1920 — Folio 567
The Shipping Controller v Owners
S.S. Gulf of Suez
Tolla — 1919 — Folios 788 & 794
Speeding, Marshall & Co v Owners
of Motor Vessel Tolla
Australia — 1920 — Folio 543
The Shipping Controller v Owners
of S.S. Australia
Absalon — 1920 — Folio 260
Owners of S.S. Absalon v The Tyne
Improvement Commrs

Without Nautical Assessors.
(Final List.)

1920.

Danube II — 1918 — Folio 942
Owners of Norwegian S.S. Norrona,
her Master & Crew v Lieut Harry
Jewies, R.N.R. (damage)
Minnehaha — 1917 — Folio 42
Italian State Rys v Owners of S.S.
Minnehaha (to vary order)
Turid — 1919 — Folio 889
Owners of S.S. Turid v Palgrave,
Brown & Son (breach of charter
party)
Euharlee — 1919 — Folio 761
The Master & Crew of Steam Tug
Expert & ora v Owners of S.S.
Euharlee, her cargo and freight
(salvage)
Pauline — 1919 — Folio 692
R & W Paul Id v Owners of
Motorship Pauline

FROM THE KING'S BENCH DIVISION.

(Interlocutory List)

1916.

J Soanes & Sons Id (H Huber & Co,
Garnishees) v Papier Fabrik Wies-
enstein A G (judgt debtor) (s.o.
generally)

1920.

The Commrs of Inland Revenue v
John Sampson (Revenue Side)
Payne v British Time Recorder Co
Id and anr. Same v Same and
W W Curtis
J P Hall & Co Id v Commrs of Inland
Revenue (Revenue Side)
Harrison v Hamel & Horley Id
Rutson v Sheed, Thomson & Co Id

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1921.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice EYE.—Except when other business is advertised in the
Daily Cause List, actions with witnesses will be taken throughout the
Sittings.

Mr. Justice SARGANT will take his business as announced in the Hilary
Sittings Paper.

Mr. Justice ASTBURY will take his business as announced in the Hilary
Sittings Paper.

Mr. Justice PETERSON will take his business as announced in the Hilary
Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice PETERSON will take
Lancashire business on Thursdays, the 13th and 27th January, the 10th
and 24th February and the 10th March.

Mr. Justice P. O. LAWRENCE.—Except when other business is advertised
in the Daily Cause List, actions with witnesses will be taken throughout
the Sittings.

DJRose (Machine Supplies) Co Id v
Adler In the Matter of an Issue
between Adler & D Rose (Machine
Supplier) Co Id

Gohmann v Levy
Handford v Roberts, Brining & Co Id

IN RE THE WORKMEN'S COM- PENSATION ACTS, 1897 AND 1906.

(From County Courts.)

1920.

British Dye Stuffs Corp (Blackley)
Id v Fowlers
Chantler v Bromley
Tucker v Manganese Bronze & Brass
Co Id
Rigling v Ministry of Munitions
Howell v The Bedwas Navigation
Colliery Co
Rhodes v Scott
Reid v The British & Irish Steam
Packet Co Id
Prosser v Graham Navigation Col-
lieries Id

Cheeseman v Owners of Ship San
Melito

Foster v John Brown & Co Id

Eastwood v Brunt

Haydock v Goodier

Carnaby v Owners of Ship Broms-
grove

Standing in the "Abated" List.

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1914.

The Commrs of Inland Revenue v
Smyth (Revenue Side) (s.o.
generally)

Hunter v Commrs of Inland Revenue
(Revenue Side) (s.o. generally)

1915.

Walter Morrison v The Commrs
of Inland Revenue (Revenue Side)
(s.o. generally)

1918.

Weiss, Biheller & Brooke Id (Applts)
v Richard Farmer, Surveyor of
Taxes (Respt) (Revenue Side)

Selby-Lowndes v Selby-Lowndes (s.o.
generally—liberty to restore by
14 days notice on either side,
March 29, 1920)

1919.

In the Matter of Petition of Right of
the Owners of the S.S. Larchgrove
(s.o. generally)

N.B.—The above List contains
Chancery, Palatine and King's
Bench Final and Interlocutory
Appeals, etc., set down to 23rd
December, 1920.

Mr. Justice RUSSELL.—On each Monday afternoon Summonses under Trading with the Enemy Act will be taken. Subject thereto actions with witnesses will be heard throughout the Sittings.

Summonses before the Judge in Chambers.—Mr. Justice SARGANT will hear Chamber Summonses on Tuesdays, Mr. Justice ASTBURY and Mr. Justice PETERSON will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses adjourned into Court and non-witness actions will be heard by Mr. Justice SARGANT, Mr. Justice ASTBURY and Mr. Justice PETERSON.

Motions, petitions and short causes will be taken on the days stated in the Hilary Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Hilary Sittings the Judges will sit for the disposal of witness actions as follows:—

Mr. Justice EVE will take the Witness List for EVE and PETERSON, JJ.

Mr. Justice P. O. LAWRENCE will take the Witness List for ASTBURY and P. O. LAWRENCE, JJ.

Mr. Justice RUSSELL will take the Witness List for SARGANT and RUSSELL, JJ.

Chancery Causes for trial or hearing. Set down to 23rd December, 1920.

Before Mr. Justice EVE.

Retained Matters.

Motions.

Couzens v Williams (for Jan 11)

Watt v Rowley (for Jan 11)

Bonney v Wood (for Jan 11)

Michelham v Brandon (for Jan 11)

In re Callose Tin Mines London County & Westminster Bank v The Company (Jan 25)

In re Ledgard Attenborough v Ledgard (Jan 25)

Petition.

In re North West Corpn. ld The Granville Mining Co ld v The Company (Jan 11)

Adjourned Summonses.

In re Richards, dec. Jones v Rebbeck (Jan. 11)

In re Wheeler & Stafford's Contract In re Vendor & Purchaser Act, 1874 pt. ld. (Jan. 17)

Causes for Trial.

(With Witnesses.)

Merritt v Jones

The St Leonard's Pier Co ld v Jessop (fixed for Jan 17)

The Canadian Agency ld v Westminster (not before Jan 18)

In re F. O. Grenfell, dec The Canadian Agency ld v Grey (not before Jan 18)

In re E Truman, dec Truman v Smith

Arbib v Arbib (not before Jan 20)

In re Sir Joseph Whitworth, Bt, dec O'Rourke v Darbishire

Bellwood v Parkes

Werner v Schwartz

Vibrocel Co ld v Lynde

C Nestlé & Co ld v Eugène ld

Gatley v North Cornwall China Clay Co ld

Blenkinsopp v The Blackett & South Tyne Collieries ld

Braithwaite v The Amalgamated Soc of Carpenters, &c

Ashley v The General Union of Operative Carpenters & Joiners

Huntley Gordon v Cooper (not before Jan 17)

Cole v Snell

Heath v Clayden

Elder v Bede Steam Shipping Co

Batty v Vincent

The Ideal Film Renting Co ld v Nielson

Tate v Thomas

Welby v The National Provincial & Union Bank of England ld

Robson v Pilbrow

Turner v Farrant

Layman v Rose, Van Cutsem & Co

The Quasi-Arc Co ld v Alloy Welding Processes ld

Dewhurst v Corke

Taylor v Jones

Monckton v Harris

Watson, Marsh & Co (Hampstead) ld v Cohen

Gittins v Manley

Middlemas v Moliver & Co ld

Driver v Peet

Andrews v Smith

In re Duchess of Sutherland, dec

Bechoff v Bubna

Sellick v Rendall

Reynolds v Atherton

Hallett v Taylor

Brayne v Staurope

Bogie v McCarthy

Ellis v Farrant

Edwards v Griffiths

McLuskey v Cole

Hartley v The Scottish Metropolitan Assee Co ld

In re The Independent Pneumatic Tool Co In re Trade Marks Acts, 1905 to 1919

Hodges v Parker

Before Mr. Justice SARGANT.

Retained Causes for Trial.

(With Witnesses.)

Sexty v Wincombe Urban District Council

Trenowath v Trenowath action & counter-claim

Hurlow v The South Wales Miners Federation

Ross v Cammer

Further Consideration.

Healop v Richmond

Adjourned Summonses.

In re Grosvenor Estates Duke of Westminster v Earl of Shaftesbury (fixed for Jan 12)

In re Consett's Settled Estates

In re Settled Land Acts (s.o.)

In re Valdemar Poulsen's Patent and

In re Patents & Designs Acts, 1907 to 1917

In re J T Poyser, dec London v Cox pt. ld. (s.o. to July 5)

In re Davis, dec London City & Midland Executor & Trustee Co v Davis

In re Robert Pettifor, dec Pettifor v Pettifor

In re May & Pilbrow's Contract and

In re Vendor and Purchaser Act, 1874

In re Robert Peel's Release Peel v Peel

In re C W Stone, dec Jeffrey v Stone

In re Richard Shelton, dec Wilkie v Shelton

In re John Tayler, dec Spence v Perkins

In re J F H Harter, dec Harter v Heyworth

INCOME TAX RELIEF!

SAVING 3s. IN THE £.

A MAN with an earned income of £1,000 a year can save £24 15s. per annum by taking out the 20-year Investment-Insurance Policy issued by the Sun Life Assurance Company of Canada. He is offered relief—by the Government—of that amount of Income Tax.

Even without such allowance, this Investment-Insurance Plan would still be one of the very finest and safest methods of providing for dependants and one's own old age; but, with it, it stands supreme.

It is not an ordinary transaction; it combines Investment with Insurance. A large capital sum is secured immediately for the policy holder's dependants in the event of his death—or for himself if he lives to a certain age—by simply depositing each year an agreed sum. Directly the first deposit is made his dependants will receive in the event of his death not only the full capital sum assured, but *also one-half of the amount deposited*. This is a unique feature of the Investment—every year half of each deposit made is added to the Capital Sum assured, thereby appreciably increasing the financial protection for one's dependants.

Here is an example.

A man aged 35 (Income, £1,000 a year) deposits £165 per annum with the Sun Life of Canada. Income Tax concession saves him £24 15s., thus, in effect, reducing the deposit to £140 5s. In 20 years he will have deposited (net) £2,805. The Company will pay over to him £3,000 plus profits—at the rate paid at present—of £1,110, a total sum of £4,110; A PROFIT of £1,305. In the event of his death during the 20 years, his dependants will receive a sum ranging from £3,082 10s. to £4,650, according to the year in which death occurs.

This plan holds good for much smaller amounts, and, of course, for larger sums. For instance, at the same age a deposit of £55 a year—which would save £8 5s. a year in income tax—would secure a 20-year Investment Policy for £1,000 plus profits. It is also issued at any other age and with payments extending over longer or shorter periods.

The Sun Life of Canada is one of the largest and most progressive companies in the Empire. Its assets are over £23,000,000.

Write to J. F. Junkin (Manager), Sun Life of Canada, 119, Canada House, Norfolk Street, London, W.C.2, for full particulars.

In re M G Georges, dec Buckle v

Carter

In re H J Holt, dec Holt v Holt

In re S W Kershaw, dec Henry v

Lemon

In re Burdass & Shepherd's Contract

and In re Vendor & Purchaser Act,

1874

In re S R Zunz, dec Gardner v

Zunz

In re J G Knecht, dec Glasscock v

Knecht

In re John Witten, dec Witten v

Public Trustee

In re E Gibbons, dec Mallison v

Gibbons

In re Buchanan, dec Bardolph v

Henriques

In re E A Hewett, dec Eldridge v

Hewett

In re C L Wilson, dec Wilson v

Lea

In re Samuel Sugden, dec Sugden v

Sugden

In re J T Garner, dec Garner v

Garner

In re Beadman, dec Smith v Smith

In re Erskine, dec Erskine v

Erskine

In re Henri Despaigne, dec Corum

v Despaigne

In re E Foster, dec Mellar v

Perkins

In re Appln. of F Reddaway & Co ld

and In re Trade Marks Act, 1905

In re Sir E J D Paul, dec Public Trustee v Pearce
 In re J Williams, dec Roberts v Roberts
 In re J F Neal, dec Neal v Neal
 In re Agnes Westlake, dec Westlake v Westlake
 In re Crowley Bros Id and In re Trade Marks Act, 1905
 In re Lowrey, dec Roller v Porter
 In re Dillistone, dec Dillistone v Dewey
 In re W Lovell dec Lovell v Lovell
 In re S F Stone, dec Stone v Moore
 In re Bond, dec Broad v Harding
 In re Hartley & Barrington's Contract and In re Vendor & Purchaser Act, 1874
 In re Winfrey & Chatterton's Agreement Chatterton v Evison
 In re Aubert, dec Macan v Public Trustee
 In re Simpson, dec Harrison v McKay
 Pilbrow v Alexander
 Walters v Luscombe (short)

Before Mr. Justice ASTBURY.

Retained Witness Actions.

Parsons Marine Steam Turbine Co Id v Farrer & ors pt. hd. (s.o. generally)
 Haines v Whitley & Monkseaton U.D.C., pt. hd.
 Woods v Clinton, pt. hd. (s.o. generally)
 Crediton Urban District Council v Crediton Gas Co
 Frazer v Woodside Garden Suburb Id, pt. hd.
 Evans v Lloyd, pt. hd.
 Davis v Jeff
 Cooper v Cooper

Further Consideration.

Dew v Dew

Adjourned Summonses.

In re E Coquerel, dec Emerson v Coquerel, pt. hd. (s.o. generally)
 In re Landor's Settlement Landor v Landor, pt. hd. (s.o. generally)
 Bosmere & Claydon Union v Woodbridge Union (s.o. generally)
 In re Kerrison's Settlement In re Settled Lands Acts, 1882 to 1890 (s.o. generally)
 In re J P Kidston, dec Kidston v Kidston
 In re H W Appleby, dec Matthews v Appleby
 In re Athill's Settlement Betts v Public Trustee
 In re Pitcher, dec Hislop v Pitcher
 In re Courts (Emergency Powers) Acts In re Appln of the Belsize, Kilburn and Hampstead Permanent Building Soc
 In re George Baxter, dec Hepworth v Haig
 In re Le Breton, dec Holworthy v Lawford
 In re Wm Davies, dec Jones v Davies
 In re Miller, dec Miller v Attorney-Gen
 In re Marchant, dec Marchant v Marchant
 In re H Teversham, dec Teversham v Manson
 In re Longman, dec Longman v Balkwill
 In re Inman, dec Anderson v Inman
 In re E Bradley, dec Colbeck v Kirkby
 In re J E Hinings, dec Stillings v Burke-Kennedy
 Heyer v Bartlett
 Peters v Gatto

In re Matthews, dec Matthews v Matthews
 In re Simon Tate, dec Alvey v Tate
 In re Aston's Trusts Cox v Aston
 In re E G Cole Cole v Cole
 In re Poytress, dec Poytress v Newall
 In re Carter, Saunders v Carter
 Barker v French (short)
 Gough v The Baltic Basic Slag Co. Same Same
 In re Washington's Settled Property
 In re Settled Land Acts
 In re Waley's Will Trusts
 Waley v Attorney-Gen.
 In re Soan's Will Debney v Mawhood.

Companies (Winding Up) and Chancery Division.

Companies (Winding Up).

Petitions (to wind up).
 Metallo Id (petn. of George Lillington & Co Id ordered on Feb 18, 1919, to stand over generally)
 Arthur Adams & Co Id (petn. of Bradley and Burch Id—ordered on Oct 14, 1919, to stand over generally)
 Fibre Tube & Box Board Manufacturers Id (petn. of J B Hunt—ordered on Nov 18, 1919, to stand over generally)
 Birchenwood Colliery Co Id (petn. of Controller of the Clearing Office—Enemy Debts—s.o. from June 22, 1920, to Jan 11, 1921)
 Shibakawa & Co Id (petn. of Samuel Martin and Co—ordered on Dec 21, 1920, to stand over generally)
 In re a Company (ordered on July 27, 1920, to stand over generally)
 Callose Tin Mines & Alluvials Id (petn. of The Naraguta (Nigeria) Tin Mines Id—with witnesses—s.o. from Dec. 14, 1920, to Jan. 25, 1921)
 Hampton Engineering Co Id (petn. of Frank Waring Id—s.o. from Nov 23, 1920, to Jan 11, 1921)
 Nicholls & Hurdall Id (petn. of A Salmon—s.o. from Dec 14, 1920, to Jan 11, 1921)
 Pitters Ventilating & Engineering Co Id (petn. of W C Pitter—ordered on Nov 9, 1920, to stand over generally)
 International Trading Co Id (petn. of W G Perring—s.o. from Dec 14, 1920, to Jan 11, 1921)
 F W Berwick & Co Id (petn. of Stirling Metals Id—s.o. from Nov 23, 1920, to Jan 18, 1921)
 Light & Company (1918) Id (petn. of S H Defries & Co—s.o. from Nov 16, 1920, to Jan 11, 1921)
 Pertschuk & Co Id (petn. of C M Lampson and Co—ordered on Dec 21, 1920, to stand over generally—retained by Mr. Justice P O Lawrence)
 Burbidge, Webb & Parker Id (petn. of Rowell & Sons—s.o. from Dec 21, 1920, to Jan 11, 1921)
 Fortune Theatre Id (petn. of Marian Bower—s.o. from Dec 14, 1920, to Jan 11, 1921)
 A Harper Sons & Bean Id (petn. of G Johnston—s.o. from Dec 14, 1920, to Jan 25, 1921)
 Monastère Id (petn. of Sutton, Sharpe & Co.—s.o. from Dec 14, 1920, to Jan 11, 1921)
 Anglo Colonial Dyes Id (petn. of British Alizarine Co Id—s.o. from Dec 7, 1920, to Jan 11, 1921)

Anglo Russian Export & Import Corp Id (petn. of The Putney Press Id—s.o. from Dec 14, 1920, to Jan 11, 1921)
 Russian Newspaper Id (petn. of The Putney Press Id—s.o. from Dec 14, 1920, to Jan 11, 1921)
 Calvert Dyes Id (petn. of C T O Syndicate Id—s.o. from Dec 21, 1920, to Jan 18, 1921)
 London & Manchester Mercantile Trading Co Id (petn. of Interallied Trade & Banking Corp. Id—s.o. from Dec 14, 1920, to Jan 11, 1921)
 Bentley Priory Id (petn. of J Alfred Pratt and Co Id—s.o. from Dec 14, 1920 to Jan 11, 1921)
 Mahogany Estates & Saw Mills Id (petn. of T L Davies—s.o. from Dec 1, 1920, to Jan 11, 1921)
 Aircraft Manufacturing Co Id (petn. of Alfred Herbert Id—s.o. from Dec 21, 1920, to Jan 11, 1921)
 Pullinger Engineering Co Id (petn. of T H Dey—s.o. from Dec 21, 1920, to Jan 11 1921)
 Halle Peris Trading Corp. (petn. of International Banking Corp.—s.o. from Dec 21, 1920, to Jan 11, 1921)
 Martinsyde Id (petn. of Alfred Herbert Id—s.o. from Dec 21, 1920, to Jan 11, 1921)
 Reconstruction & Federation of Industries Id (petn. of J J Kelly—s.o. from Dec 21, 1920, to Jan 11, 1921)
 Tyre Stud Manufacturing Co Id (petn. of Darby & Co)
 British Commercial Lorry & Engineering Co Id (petn. of Blenheim Motor Co Id)
 Theatreworld Id (petn. of Norris & Clayton Id)
 Callose Tin Mines & Alluvials Id (petn. of H Newhouse & ors.)
 Richmond Engineering Co Id (petn. of Selson Engineering Co Id)
 Mercury Cars (Production) Id (petn. of Thames Engineering & Aircraft Co Id and the Official Receiver and Liquidator thereof)
 Farrow's Bank Id (petn. of J H Jebbitt)
 Henry & Valentine Id (petn. of Frischers)
 Rafting Id (petn. of C A P Gardiner)
 Shipping Traders Id (petn. of Henry Clapham and Co Id)
 Pedrail Transport Id (petn. of Kryn & Lahy Metal Works Id)
 Murray & Evenden Id (petn. of F R Baikie)
 Hairdressers Rendezvous So. Id (petn. of G I Spalding)
 Gardiner Shipbuilding & Engineering Co Id (petn. of Sir W G Armstrong Whitworth and Co Id)

Chancery Division.

Petitions (to sanction Scheme of Arrangement).

City of San Paulo Improvements & Freehold Land Co Id (ordered on Dec. 7 1920 to stand over generally—retained by Mr Justice P O Lawrence)
 British Bank for Foreign Trade Id
 Petition (to confirm Alteration of Objects).

British Oxygen Co Id

Companies (Winding Up) Motions.

Angel Steamship Co Id (ordered on April 13, 1920, to stand over generally)

John Dawson & Co (Newcastle-on-Tyne Id (stand over generally by consent)

In re a Company (ordered on July 27, 1920, to stand over generally)
 Samos Wine Co Id part heard (ordered on July 20, 1920, to stand over generally)

Companies (Winding Up) and Chancery Division.

Court Summonses.

French South African Development Co Id Partridge v French South African Development Co Id (on preliminary point—ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division)
 English & Scottish American Mortgage and Investment Co Id (as to contingent claims part heard—parties to apply to fix day for further hearing)
 National General Inace. Co Id priorities of policy holders—ordered on Dec 8, 1920, to stand over generally—retained by Mr Justice P O Lawrence)
 Vanden Plas (England) Id (on proof of Fiat Motors Id—with witnesses—parties to apply to fix day for hearing)
 In re a Company (to appoint O.R. as P.L.—ordered on July 27, 1920, to stand over generally)
 North Eastern Inace. Co Id (misfeasance—with witnesses)
 Claridge's Patent Asphalt Co Id (misfeasance—with witnesses)
 Richards, Turpin & Co Id (on proof of I R Jones—with witnesses—Manchester District Registry case)
 Canadian Agency Id (on proof of Banco de Chile London Agency)
 Sheppards Chemical Works Id (on proof of E T Pearson & Co Id—with witnesses)
 De Keyzers Royal Hotel Id (to adjust rights of contributories)
 Staffordshire Financial Co Id (as to rectification of an assignment of Book Debts, &c)

Before Mr. Justice PETERSON.

Retained Causes for Trial.

(With Witnesses.)

The Consett Industrial & Provident Soc Id v The Consett Iron Co Id
 Cruickshank v Sutherland
 Briggs v Lowrie
 Fleming v J S Doig (Grimsby) Id
 Foundling Hospital v St Pancras Borough Council
 Challis v Shepherd
 Rose Street Foundry Co v Submersible Motors Id

In re The Society of Chartered Nurses Crichton-Browne v Bigg

Further Consideration.

The Torquay Co-operative Soc Id v Northmore

Adjourned Summonses.

In re Godman Godman v Godman
 Stobie v The Newcastle-upon-Tyne Electric Supply Co pt hd (s.o. generally)
 In re Sambrook Truman v Sambrook (restored)
 In re Leyshon Leyshon v Baggett
 In re Calder, dec Elliott v Manley (s.o. generally)
 In re Calder, dec Manley v Ker
 In re Hewlett Hewlett v Hewlett (restored)

In re W Lang, dec Ragg v Hamilton (restored)
 In re Elizabeth Symes-Thompson, dec Symes-Thompson v Symes-Thompson
 In re Kynaston and In re Married Women's Property Act
 In re Rhodes' Will Trusts Day v Rhodes
 In re C Halkett, dec Boynton v Stuart
 In re E W Rotch, dec Dayman v Rotch
 In re W J Wakley, dec Wakley v Vachell
 In re Myall, dec Sutherland v Gabor
 In re Smith & Smith's Contract & In re Vendor and Purchaser Act, 1874

Before Mr. Justice P. O. LAWRENCE.
 Retained Matters.

Motions.
 Webbs (Aberberg) ld v Williams
 International Sponge Importers ld v Markeson
 Christie v Edwards
 Brooks v Miller
 Osborne v Welsh
 Chatfield v Skinner

Adjourned Summonses.
 In re O Brown, dec Public Trustee v Addison
 In re Gotto, dec Gotto v Gotto
 In re Welsh Hospital (Netley) Fund, 1914 to 1919 Thomas v Attorney-Gen
 In re Courts (Emergency Powers) Acts Evered v Cobham
 In re Sir Foster Cunliffe In re Settled Land Act
 In re Peile, dec Peile v Johnstone
 In re Thomas Farries, dec Arnold v Farries pt. hd. (s.o.)
 In re Drake, dec Drake v Green (s.o. generally)
 Kelley v Mobsby (s.o. generally)

Companies (Winding Up).
 In Court (as Chambers).
 Lyle Distributing Agencies ld and Re Arthur Colville Blumer, Gentleman, carrying on business as Edgar & Co, one of the Solicitors of the Supreme Court

Causes for Trial.
 (With Witnesses.)
 Sheringham Urban District Council v Boulder Flint Co
 Relph, Darwin & Pearce v Temperley
 Poliakoff v Hunter
 Bates v Swinscoe
 Simplex Lithograph Co v Sir Joseph Causton and Sons ld (fixed for March 2)
 The Sun Permanent Benefit Building Soc (in liquidation) v The Western Suburban and Harrow Road Permanent Building Soc
 Crosby v The Leicester Square Cinema ld
 Rosenthal v Cohen
 Bolongaro v Monighetti
 Cooke v Taylor
 Taylor v Newton
 Cornish v Bryant
 The Steam Saw Mills Co ld v Baring Bros Co ld

The Archangel Saw Mills Co ld v Same
 Pilcher v Wyatt
 In re R Whur, dec Wright v Whur
 Maton v Maton

Before Mr. Justice RUSSELL.
 Retained Motions.
 Calvert v Marshall
 Ritchie v Holmes
 Smith v Townley

Retained Adjourned Summonses.
 In re T B Goldney, dec Elkington & Co ld v Twisden
 In re J W Seare, dec Gilbert v The Shaftesbury Homes, &c
 In re H F Mackinnon Shaw v Derrick
 In re Gilchrist, dec National Provincial Union Bank of England ld v Gilchrist
 In re J W Adams, dec Attree v Adams
 In re J Lyons & Co ld Lease J Lyons & Co ld v Krusin

Causes for Trial.
 (With Witnesses.)
 Hartley's Brewery Co ld v Drury pt. hd.
 Derby Corp v British Cellulose & Chemical Manufacturing Co ld

Durkin v Sadler
 Wilson Bros' Bobbin Co ld v Robinson
 Whittington v Same
 Ridsdale v Sperling & Co
 Whittington v Same (Eve, J)
 Mackail v Same (Astbury, J)
 Ridsdale v Same (Lawrence, J)
 Fidler v Maylon
 The Dresdner Bank (London Agency) v The Russo-Asiatic Bank
 Mortimer v Beckett
 Walton v The Yorkshire Miners' Assoc
 Holland v Mardon
 Whetton v Garner
 Mortlock v Duggan
 Hall v Minter
 Messenger & Co ld v Sullivan
 Jenkins v Jenkins
 Mendes v Deakin
 Champion & Slee ld v Warren Bros
 Lambert v Boettger
 James v Cox
 Price v Smith
 Edmondson v Leest
 Lindley v Nixon
 Higginson v Bentley & Bentley ld

For Monday, January 17.
 Applications under the Trading with the Enemy Acts, 1914 to 1916.
 In re The Badische Co ld, enemies, &c adjd. sumns. pt. hd.
 In re The Bayer Co ld, enemies, &c adjd. sumns. pt. hd.
 In re The Greishein Elektron ld, enemies, &c adjd. sumns. pt. hd.
 In re Kalle & Co ld, enemies, &c adjd. sumns. pt. hd.
 In re The Berlin Aniline Co ld, enemies, &c adjd. sumns. pt. hd.
 In re Meister, Lucius & Bruning ld, enemies, &c adjd. sumns. pt. hd.
 In re G A Schlechtendahl, an enemy, &c adjd. sumns. (with witnesses)
 In re Ludwig Krumm, enemy, &c adjd. sumns.

Winding-up Notices.

JOINT STOCK COMPANIES.
 LIMITED IN CHANCERY.

London Gazette.—FRIDAY, DEC. 24.

ALFRED ALLEN & CO. LTD.—Creditors are required, on or before Jan. 27, to send their names and addresses, and the particulars of their debts or claims, to Walter Allen, 42, Ormskirk-st., Upholland, Lancaster, liquidator.
 CAMBORNE TOWN HALL BUILDINGS CO. LTD.—Creditors are required, on or before Jan. 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Cadwell, Camborne, liquidator.
 MOTOR & GENERAL ENGINEERS LTD.—Creditors are required, on or before Jan. 24, to send their names and addresses, and the particulars of their debts or claims, to S. H. Roffey, 26, Long Acre, W.C., liquidator.
 CHAPEL STREET MANUFACTURING CO. LTD.—Creditors are required, on or before Jan. 25, to send in their names and addresses, with particulars of their debts or claims, to John Frederick Heap, 1, York-st., Burnley, liquidator.
 THE NORTHERN CONCRETE CO. LTD.—Creditors are required, on or before Jan. 10, to send in their names and addresses, with particulars of their debts or claims, to Owen Avison, 1, Cloth Hall-st., Huddersfield, liquidator.
 AVISON & CO. LTD.—Creditors are required, on or before Jan. 10, to send in their names and addresses, with particulars of their debts or claims, to Norman Avison, 1, Cloth Hall-st., Huddersfield, liquidator.
 WHITBY SHIPPING INVESTMENT CO. LTD.—Creditors are required, on or before Jan. 22, to send their names and addresses, and the particulars of their debts or claims, to West Hodgson, South View, Whitby, liquidator.
 J. J. WOODFORD LTD.—Creditors are required, on or before Feb. 10, to send in their names and addresses, with particulars of their debts or claims, to Frank Pursell, 710, Abbeydale-rd., Sheffield, liquidator.
 LIVINGSTONE SPINNING CO. LTD.—Creditors are required, on or before Jan. 22, to send their names and addresses, and the particulars of their debts or claims, to Harold Hague, 2, Waterloo-st., Oldham, liquidator.

London Gazette.—TUESDAY, DEC. 28.

BRVNSGROES COLLIERY LTD.—Creditors are required, on or before Jan. 31, to send their names and addresses and particulars of their debts or claims, to Wood, Albery & Co., 27, Finsbury-sq., E.C., liquidators.
 WATTS, HARDY & CO. LTD.—Creditors are required, on or before Feb. 14, to send their names and addresses, and the particulars of their debts or claims, to James Louie, 75 Tyne-st., North Shields, liquidator.
 TAYLOR, GARNETT, EVANS & CO., LTD.—Creditors are required, on or before Feb. 12, to send their names and addresses, and particulars of their debts or claims, to William Brook Phillips, 81, Peter-st., Manchester, liquidator.
 T.T. SYNDICATE LTD.—Creditors are to prove their debts on or before Jan. 25, E. J. Flint, 8 & 11, Copthall-house, Copthall-av., E.C.2, liquidator.
 London Gazette.—FRIDAY, DEC. 31.
 VERDEN SYNDICATE LTD.—Creditors are required, on or before Jan. 31, to send in their names and addresses, and particulars of their debts or claims, to Alfred Willie Sully, 19-21, Queen Victoria-st., E.C., liquidator.
 BERKENS LTD.—Creditors are required, on or before Feb. 14, to send their names and addresses and the particulars of their debts or claims, to Charles Frank Farmery, 29, Constantine-rd., Hampstead, N.W., liquidator.
 CRIGLESTONE COLLIERIES LTD.—Creditors are required, on or before Jan. 31, to send their names and addresses, and the particulars of their debts or claims, to Albert Henry Hobson, liquidator, c/o Day & Vercell, 1, Central Bank-club-hs., Leeds.
 BLUE COUPON CO. LTD.—Creditors are required, on or before Jan. 31, to send their names and addresses, and particulars of their debts or claims, to Alfred Lahan, liquidator.
 J. H. ELLIOTT & CO. LTD.—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to Harry Meredith, of Prudential-bldg., Birmingham, liquidator.
 LOMOND SHIPPING CO. LTD.—Creditors are required, on or before Jan. 25, to send their names and addresses, and particulars of their debts or claims, to William Coupland, 17, Sandhill, Newcastle-upon-Tyne, liquidator.
 NATIONAL PAPER & PULP CO. LTD.—Creditors are required, on or before Jan. 31, to send in their names and addresses, and full particulars of their debts or claims, to George Henry Wilkinson, 66 Upper Thames-st., liquidator.
 PACIFIC PHOSPHATE CO. LTD.—Creditors are required, on or before Jan. 14, to send their names and addresses, and the particulars of their debts or claims, to Alwin Robinson Dickinson, 3, Lloyd's-av., Fenchurch-st., E.C., liquidator.
 WARDLE COTTON CO. LTD.—Creditors are required, on or before Jan. 31, to send their names and addresses, and the particulars of their debts or claims, to Ernest William Buckley, 5, Neptune-st., Hull, liquidator.
 BECKLEY & CO. (GREENFIELD) LTD.—Creditors are required, on or before Jan. 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Bolton, 46, Pall-mall, Manchester, liquidator.
 TYNEDIE TOYS LTD.—Creditors are required, on or before Jan. 24, to send their names and addresses, and the particulars of their debts or claims, to J. A. Gardner, 24, Gray-st., Newcastle-upon-Tyne, liquidator.
 GALICIAN PETROLEUM PRODUCERS LTD.—Creditors are required, on or before Jan. 31, to send their names and addresses, and particulars of their debts or claims, to Desmond Forde, 65, London-wall, E.C.2, joint liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, DEC. 24.

Ogden Manufacturing Co. Ltd.
 The Studley Public Buildings Co. Ltd.
 Forum River (Nigeria) Tin Co. Ltd.
 National Opera Co. Ltd.
 Motor & General Engineers Ltd.
 The International Products Association Ltd.
 Simpson & Perkins Ltd.
 The National Horseshoe Co. Ltd.
 Lomas Gelatine Works Ltd.
 San Guillermo Co. Ltd.
 Simon Neugebauer Ltd.
 Incorporated Association's Benevolent Fund.
 Joseph Peace & Co. Ltd.
 The Whitby Shipping Investment Co. Ltd.
 The Patent Metallic Manufacturing Co. Ltd.
 Monmouthshire and South Wales Colliery Owners' Pitwood Association Ltd.
 Babilonia Gold Mines Ltd.
 Ninghi (Nigeria) Tin Co. Ltd.
 Northern Nigeria Trust Ltd.
 Alfred Allen & Co. Ltd.
 Camborne Town Hall Buildings Co. Ltd.
 The Unicorn Engineering Co. Ltd.
 Henry A. Turner & Co. Ltd.
 Rubberline Ltd.
 Srisawat Syndicate Ltd.
 The Orange Wine Co. Ltd.
 The Australian Mailbox Oil Co. Ltd.
 British Tar Products Ltd.
 The Heywood & District Dairy Farmers' Association Ltd.
 The Rakeigh Street Gospel Hall Co. Ltd.

London Gazette.—TUESDAY, DEC. 28.

Newcastle-upon-Tyne Motor Co. Ltd.
 The Midsummer Norton Residential Hotel and Garage Ltd.
 Near East & General Trading Co. Ltd.
 The Milford Laundry Co. Ltd.
 T. T. Syndicate Ltd.
 The South Wales Electric Theatres Ltd.
 Blue Coupon Co. Ltd.
 The Scorpio Steamship Co. Ltd.
 The "Carrington" Steamship Co. Ltd.
 Victor Manufacturing (Chiltherce) Ltd.
 St. Edmunds Chambers Ltd.
 Booth & Openshaw Ltd.

London Gazette.—FRIDAY, DEC. 31.
The Sussex County Cinema Co. Ltd.
Crigstone Collieries Ltd.
The New Mills Cinematograph & Entertainment Co. Ltd.
Clerke Ltd.
Taratomy Ltd.
Roxmuller Coat Co. Ltd.
Albert Woodhouse Ltd.
The Nottingham Estates Finance Co. Ltd.
The Essex Timber & General Trading Co. Ltd.
About Lake Mining Co. Ltd.
A. S. Parker & Co. Ltd.
Unity Mill (Rishington) Ltd.

Hilton & Derbyshire Ltd.
W. H. Bagley Ltd.
Coventry Sound Box Co. Ltd.
The Lomond Shipping Co. Ltd.
Jos. Merryweather & Co. Ltd.
Bramley Dyeing Co. Ltd.
A. Learner and Co. Ltd.
British and North Atlantic Steam Navigation Co. Ltd.
Aircraft Manufacturing Co. Ltd.
Buckley & Co. (Greenfield) Ltd.
Burma Wharf and Warehouse Co. Ltd.
Berends Ltd.

London Gazette.—FRIDAY, DEC. 31.

ALEXANDER, SOPHIE CATHERINE, Lee, S.E. Jan. 22. Edwin Shalless, Greenwich, S.E.10.
ARMSTRONG, JOHN, Abonby, Cumberland. Jan. 20. Higg & Strong, Wigton.
BOSAR, ERNEST WILLIAM EMILE, Eberbeck, Brussels. Feb. 12. Michael Abraham, Son & Co., Austin Friars, E.C.2.
CALDWELL, HENRY LE CREF, Tunbridge Wells. Jan. 31. E. Charles Ford, Tunbridge Wells.
COPIPING, ALFRED, Hastings, Licensed Victualler. Feb. 14. Bullen, Debenham & Co., Chislehurst.
DAWBER, ANN, Parbold, Lancs. Jan. 29. G. Musgrave Peck, Wigan.
DODD, ISAAC, and DODD, RUTH, Blackpool. Feb. 4. W. Banks & Co., Blackpool.
DYSON, JOHN, Merriott, near Crewkerne. Jan. 31. May, How, Chilvers & May, Lymington, W.C.2.
FIFE, SIR AUBREY GEORGE, Jermyn-st., St. James. Feb. 5. J. G. Brown & Son, Newcastle-upon-Tyne.
GREENWOOD, JOHN HERBERT, Kingston Hill, Dental Surgeon. Feb. 1. Sherrard & Sons, Gresham-st., E.C.2.
HALL, JOHN HENRY, Ross, Hereford. Feb. 9. W. H. & F. S. Collins, Ross.
HAMMOND, HEPHIZAH, Cove, near Farnborough. Feb. 23. Bramson & Childs, Portsmouth.
HARDY, GEORGE ALEXANDER, Knightbridge-st., Mantle Manufacturer. Feb. 14. J. A. Marsden Pople, Great St. Thomas Apostle, E.C.4.
HONEYSETT, CHARLES, Page-st., Westminster, Licensed Victualler. Feb. 7. C. A. Piper & Smith, Vincent-sq., Westminster.
HOWES, ARTHUR GROOMER, Hyde Park. Feb. 1. Stapleton & Sons, Stamford.
LIGHTOWER, ARTHUR EDWIN, Bradford, Mohair Merchant. Feb. 1. H. M. Dawson, Bradford.
LUCAS, ISABELLA AMELIA, Ipswich. Feb. 8. Jackman & Sons, Ipswich.
MURHEAD, CHARLOTTE JANE, Kensington. Feb. 14. Grundy, Kershaw, Samson & Co., Aston-trading, E.C.2.
NICHOLSON, DR. FRANK, Beverley, Yorks. Feb. 7. F. Bedwell, Scarborough.
PENNEY, EMILY MARIA, Lancaster-st., W. Jan. 31. Henry F. Johnson & Son, Theobalds-st., W.C.1.
PROWSE, JOHN FREDERICK, Plymouth, Painter. Feb. 28. J. P. Doherty, Plymouth.
RICHARDSON, ELIZABETH, Myerscough, Lancs. Feb. 9. Adam F. Greenhalgh, Bolton.
SLIMON, GEORGE CHARLES, Doctor of Medicine, Hackney. Jan. 31. R. S. Jackson & Bowles, Ingram-st., E.C.3.
SMITH, FREDERICK WINTON, Boreham Wood, Herts. Jan. 15. H. W. Poole, Barnet.
SONNENSTRAL, RICHARD, Hempstead, Jan. 30. Bull & Bull, Stone-bldgs., W.C.2.
SPRICKLAND, FREDERICK GEORGE, Scarborough. Feb. 7. F. Bedwell, Scarborough.
STUBBS, SYDNEY, Winsford, Chester, Engineer. Jan. 31. Holland, Holland & Frost, Winsford, Cheshire.
TOWNSEND, VICE-ADMIRAL SAMUEL PHILIP, R.N., Fareham, Hants. Jan. 31. Stephens & Urmon, Maidstone.
WHEAT, ERNEST HAMMOND, Bradford, Manufacturer. Jan. 31. Ratcliffe & Co., Bradford.
WILLIAMS, WATKIN WYNN, Kensington. Feb. 1. Coward & Hawley, Sons & Chas., Mincing-lane, E.C.3.
YOUNG, MARY, Victoria, Australia. Feb. 8. Langhams, Bartlett's-bldgs., E.C.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, DEC. 28.

CLARKE, ELISA MARY, South Woodford. Jan. 31. Grundy, Inod & Co., Arundel-st., W.C.2.
COLLEY, CLARA CLOTILDA, West Bromwich, Staffs. Feb. 5. Howman & Ekins, Birmingham.
COYNE, JOHN, Birmingham. Feb. 5. Howman & Ekins, Birmingham.
DIAMOND, HUGH ERNEST, Portland-pl., Brewer. Jan. 31. G. & G. Keith, Southampton-st., W.C.
EXTON, SARAH, Boston, Lincoln. Jan. 31. Charles Atter, Stamford.
HARVEY, ANNA ROSE MAUDE, Edgware. Feb. 1. A. Willett Gonin, Brighton.
LABOUCHERE, ARTHUR, Boscombe. Feb. 1. Godden, Holme & Ward, Old Jewry, E.C.2.
LEWIS, MAJOR RALPH, Purbrook, nr. Cosham. Feb. 3. Walker, Martineau & Co., Theobald's-rd., Gray's Inn, W.C.1.
MILLAR, MARIAN, Dunham Massey, Chester. Jan. 30. March, Pearson & Yates, Manchester.
MONIX, ELIZABETH DE, Eastbourne. Jan. 31. Coles & James, Eastbourne.
MURGRAVE, DAME JEANIE LUCINDA, East Grinstead. Mar. 1. Conliffe, Blake & Mossman, Chancery-lane, W.C.2.
OATES, JOSEPH, Bradford. Jan. 6. Browning & Oliver, Bradford.
PAIN, RICHARD ROBERT, Broadstone. Feb. 8. R. T. S. Northway, Broadstone, Dorset.
PATTISON, AUGUSTUS, St. James-sq. Jan. 31. Surt & Co., Laurence Pountney-hill, E.C.
PEIKENLEY, KETURAH, Sheffield. Jan. 22. Jackson & Jackson, Sheffield.
REID, NEIL BRODIE, Japan. Jan. 10. Croome & Sons, Bloomsbury.
SPICKERKELE, KATE, Nilton Undercliff, Isle of Wight. Feb. 1. James Eldridge & Sons, Newport, Isle of Wight.
TOWNSEND, SARAH JANE, Clio, Salop. Feb. 5. Ryland, Martineau & Co., Birmingham.
TOWNSEND, GEORGE, Clio, Salop. Feb. 5. Ryland, Martineau & Co., Birmingham.
WEST, WILLIAM FREDERICK, Wandsworth Common, The Merchant. Jan. 30. Reed & Reed, 1, Guildhall-chambers., E.C.

Bankruptcy Notices.

London Gazette.—FRIDAY, DEC. 24.

RECEIVING ORDERS.

AINSWORTH, ARTHUR, Chorley, Preston. Pet. Dec. 20. Ord. Dec. 20.
BATON, JOHN, Laurence Pountney-hill, E.C. High Court. Pet. Dec. 9. Ord. Dec. 21.
BROTHERWOOD, FREDERICK GEORGE, Stevenston, Berks. General Shopkeeper. Oxford. Pet. Dec. 22. Ord. Dec. 22.
CAMBRIDGE, GILBERT GEORGE, Bristol. Tredegar. Pet. Nov. 18. Ord. Dec. 14.
CRAWFORD, ELIZABETH RUSSELL, Mark's-sq., Regent's Park, High Court. Pet. Dec. 1. Ord. Dec. 21.
CROSS, MINNIE ELIZABETH, and CROSS, BERNARD ROY, Barry Dock, Glam. Boot Dealers. Cardiff. Pet. Dec. 20. Ord. Dec. 20.
DEACON, WILLIAM PERCY, Durham, Commercial Traveller. Durham. Pet. Dec. 18. Ord. Dec. 18.
FLETCHER, RICHARD, Loughborough, Butcher. Leicester. Pet. Dec. 22. Ord. Dec. 22.
HAMPSHIRE, ARCHIBALD JOHN, Ystrad, Rhondda, Hairdresser. Pontypidd. Pet. Dec. 20. Ord. Dec. 20.
HART, WALTER, Lisle-st., Leicester-sq., Theatrical Agent. High Court. Pet. Nov. 27. Ord. Dec. 22.
HEATHCOTE, JOHN, Oldham, Journeyman Butcher. Oldham. Pet. Dec. 20. Ord. Dec. 20.
HILDRED, ARTHUR ROBINSON, Great Grimsby, Fisherman's Outfitter. Great Grimsby. Pet. Dec. 21. Ord. Dec. 21.
HOVEY-KING, ALVIN, Hamilton-pl., W. High Court. Pet. June 24. Ord. Dec. 22.
JOSEPH, MARK, Leeds, Tailor. Leeds. Pet. Dec. 20. Ord. Dec. 20.
LAMBERT & Co., Manchester. Manchester. Pet. Dec. 6. Ord. Dec. 22.
PAIR, WILLIAM HENRY, Exeter, Grocer. Exeter. Pet. Dec. 21. Ord. Dec. 21.
RIGO, ROBINSON WIMBURN, Leeds, Film Renter. Leeds. Pet. Dec. 3. Ord. Dec. 22.
ROBINSON, GEORGE MORLEY, Hucknall, Notts, Boot Specialist. Nottingham. Pet. Dec. 9. Ord. Dec. 21.
RUBNER, CHARLES HENRY, Folkestone, Watch Repairer. Canterbury. Pet. Dec. 22. Ord. Dec. 22.
SCHOSTAWEY, DAVID, Acton, Engineer. Brentford. Pet. Nov. 30. Ord. Dec. 21.
TREN, HORACE, Sheffield, Grocer. Sheffield. Pet. Dec. 21. Ord. Dec. 21.
WALKER, ALBERT EDWARD, Whalton, Leicester, Butcher. Leicester. Pet. Dec. 22. Ord. Dec. 22.
WENKES, HARRY, City-rd., Clinical Thermometer Manufacturer. High Court. Pet. Oct. 9. Ord. Dec. 20.
WESTLAKE, ELIA, West Hartlepool, Milliner. Sunderland. Pet. Dec. 20. Ord. Dec. 20.
WILLIAMS, JANE, Portmadoc, Grocer. Portmadoc. Pet. Dec. 21. Ord. Dec. 21.

FIRST MEETINGS.

BATON, JOHN, Laurence Pountney-hill, E.C. High Court. Jan. 4 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
BIRCH, BETSEY ABERCONWAY, Colwyn Bay, Milliner. Bangor. Dec. 31 at 12. Crypt Chambers, Eastgate-row, Chester.
BROOKES, ELIZA ELIZABETH, Charlton, Licensed Victualler. Worcester. Jan. 4 at 3. 11, Copeland-st., Worcester.
CAMBRIDGE, GILBERT GEORGE, Monmouth, Tredegar. Jan. 5 at 11.45. County Court Office, Dock-st., Newport, Mon.

COPE, THOMAS WYNN OSWALD, Wolverhampton, General Engineer. Wolverhampton. Jan. 4 at 12. Off. Rec., 30, Lichfield-st., Wolverhampton.
CRAWFORD, ELIZABETH RUSSELL, 88, Mark's-square, Regent's Park. High Court. Jan. 4 at 11.30. Bankruptcy-bldgs., Carey-st., W.C.2.
DEACON, WILLIAM PERCY, Durham, Commercial Traveller. Jan. 4 at 2.30. Off. Rec., Manor-pl., Sunderland.
EVANS, WILLIAM BARCLAY, Cardiff, Stock Broker's Clerk. Cardiff. Jan. 5 at 2.30. Off. Rec., St. Mary-st., Cardiff.
FLETCHER, MARSHALL, Rochdale, Carrier. Rochdale. Jan. 3 at 2.45. County Court Offices, Church Steps, Rochdale.
FORREST, EDENBERGER, Langley, Worcester, Outfitter. West Bromwich. Jan. 5 at 11.30. Ruskin Chambers, 101, Corporation-st., Birmingham.
FRANK, ALEXANDER, Stockton Heath, Wholesale Stationer. Warrington. Jan. 4 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.
GRANTHAM, GERALD, Hornsea, Builder. Kingston-upon-Hull. Jan. 4 at 11.30. Off. Rec., York City Bank Chambers, Lowgate, Hull.
HART, WALTER, Lisle-st., Leicester-sq., Theatrical Agent. High Court. Jan. 6 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
HAYMAN, ARTHUR, Urmon, near Manchester, Engineer. Salford. Jan. 3 at 3. Off. Rec., Byrom-st., Manchester.
HOVEY-KING, HAMILTON-place, W. High Court. Jan. 6 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
HYNES, EMMA, Paignton, Costumer. Plymouth. Dec. 31 at 2. 14 Victoria-st., Paignton.
LASSITER, LOUIS BOADEN, Davenport, Hotel Proprietor. Northampton. Jan. 4 at 10.30. Off. Rec., The Parade, Northampton.
LEE, FRANCIS WILLIAM, Ludford, Farmer. Lincoln. Jan. 6 at 12. Off. Rec., Lincoln.
MUFF, FRANK, Scarborough, Manufacturer's Agent. Leeds. Jan. 3 at 11. Off. Rec., 24 Bond-st., Leeds.
SHEATH, E., Surbiton, Baker. Kingston. Dec. 31 at 11.30. 152, York-rd., Westminster Bridge-rd., S.E.1.
STICKLAND, NELSON GEORGE, Pokesdown, Bournemouth, Grocer. Poole. Jan. 7 at 12. Law Courts, Stafford-road, Bournemouth.
SUTHERST, GEORGE WIDDEP, Rochdale, Cotton Waste Agent. Rochdale. Jan. 3 at 2.15. County Court Offices, Church Steps, Rochdale.
TRENKIDDER, ETTA EVELYN, Falmouth, Grocer. Truro. Jan. 6 at 12. Off. Rec., 12, Prince's-st., Truro.
WEBSTER, HARRY, City-rd., Clinical Thermometer Manufacturer. High Court. Jan. 4 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

ADJUDICATIONS.

AINSWORTH, ARTHUR, Chorley, Preston. Pet. Dec. 20. Ord. Dec. 20.
BRADFORD, EDWIN, SAM, Leeds, Company Director. Leeds. Pet. Nov. 28. Ord. Dec. 17.
BROTHERWOOD, FREDERICK GEORGE, Stevenston, Berks. General Shopkeeper. Oxford. Pet. Dec. 22. Ord. Dec. 22.
CAMBRIDGE, GILBERT GEORGE, Fleur-de-Lys, Monmouth-shire. Tredegar. Pet. Nov. 18. Ord. Dec. 20.
CROSS, MINNIE ELIZABETH, and CROSS, BERNARD ROY, Barry Dock, Shoe Dealers. Cardiff. Pet. Dec. 20. Ord. Dec. 21.
DEACON, WILLIAM PERCY, Durham, Commercial Traveller. Durham. Pet. Dec. 18. Ord. Dec. 18.
FLETCHER, RICHARD, Loughborough, Butcher. Leicester. Pet. Dec. 22. Ord. Dec. 22.
GILLHAM, MAUD MARY, Regent's Park, Boarding-house Keeper. High Court. Pet. June 25. Ord. Dec. 22.

HAMPSHIRE, ARCHIBALD JOHN, Ystrad, Hairdresser. Pontypidd. Pet. Dec. 20. Ord. Dec. 20.
HEATHCOTE, JOHN, Oldham, Journeyman Butcher. Oldham. Pet. Dec. 20. Ord. Dec. 20.
HERDES, HARRY, Fetter-lane. High Court. Pet. Oct. 14. Ord. Dec. 21.
HILDRED, ARTHUR ROBINSON, Great Grimsby, Fisherman's Outfitter. Great Grimsby. Pet. Dec. 21. Ord. Dec. 21.
HOLDEN, WALLACE, Canonbury Park, Merchant. High Court. Pet. Aug. 23. Ord. Dec. 22.
HOLLAND, SARAH KATE, Bridport, Dorset, Schoolmistress. Shrewsbury. Pet. Nov. 10. Ord. Dec. 22.
JOSEPH, MARK, Leeds, Tailor. Leeds. Pet. Dec. 20. Ord. Dec. 20.
LAIDLAY, JAMES EDWARD, Laurence Pountney-hill. High Court. Pet. Oct. 14. Ord. Dec. 20.
OXLEY, HENRY HALLFIELD, Battle, Sussex, Engineer. Hastings. Pet. July 8. Ord. Dec. 21.
PARR, WILLIAM HENRY, Exeter, Grocer. Exeter. Pet. Dec. 21. Ord. Dec. 21.
RUBNER, CHARLES HENRY, Folkestone, Watch Repairer. Canterbury. Pet. Dec. 22. Ord. Dec. 22.
SAMUELS, LOUIS, Mile End, Confectioner. High Court. Pet. Nov. 25. Ord. Dec. 20.
SHEATH, WILLIAM and SHEATH, HERBERT, Surbiton, Bakers. Kingston. Pet. Oct. 12. Ord. Dec. 21.
TREN, HORACE, Sheffield, Grocer. Sheffield. Pet. Dec. 21. Ord. Dec. 21.
THOMAS, WYNHAM, Garage Proprietor. Exeter. Pet. Nov. 23. Ord. Dec. 21.
TOITZ, JOHN, South Hackney, Toy Manufacturer. High Court. Pet. Nov. 1. Ord. Dec. 22.
TOWLER, JOHN HENRY, Pond Hill, Sheffield, Licensed Victualler. Sheffield. Pet. Dec. 1. Ord. Dec. 21.
WALKER, ALBERT EDWARD, Long Whalton, Butcher. Leicester. Pet. Dec. 22. Ord. Dec. 22.
WESTLAKE, ELIA, West Hartlepool, Milliner. Sunderland. Pet. Dec. 20. Ord. Dec. 20.
WILLIAMS, JANE, Portmadoc, Grocer. Portmadoc. Pet. Dec. 21. Ord. Dec. 21.
Amended Notice substituted for that published in the *London Gazette* of Dec. 10, 1920.
MARINER, WALTER STANLEY, Catford, Kent, Baker. High Court. Pet. Oct. 6. Ord. Dec. 4.
Amended Notice substituted for that published in the *London Gazette* of Dec. 7, 1920.
BIRCH, BETSEY, Colwyn Bay, Denbigh, Milliner. Bangor. Pet. Dec. 1. Ord. Dec. 1.
Amended Notice substituted for that published in the *London Gazette* of Nov. 16, 1920.
WILLIAMS, ADELAIDE ELIZABETH ALICE, East Molesey, Surrey, Widow. Kingston, Surrey. Pet. July 24. Ord. Nov. 9.

London Gazette.—TUESDAY, DEC. 28.

RECEIVING ORDERS.

DE THOREN, OSCAR, St. James's-pl. High Court. Pet. May 18. Ord. Nov. 11.
EDWARDS, PHILIP, St. Helen's-sq., Cabinet Maker. Scarborough. Pet. Dec. 23. Ord. Dec. 23.
ENRYER, EDWIN ALEXANDER, Haymarket. High Court. Pet. Oct. 18. Ord. Nov. 12.
JANOFKY, JOSEPH, Kingston-upon-Hull, Egg Merchant. Kingston-upon-Hull. Pet. Dec. 23. Ord. Dec. 23.
JONES, EDWARD, Doldowid, nr. Rhayader, Gardener. Newtown. Pet. Dec. 23. Ord. Dec. 23.
WAY, FREDERICK GEORGE, Pontnewydd, Mon. Newport. Mon. Pet. Dec. 3. Ord. Dec. 23.
WARD, FREDERICK, Wellingborough, Motor Driver. Wellingborough. Pet. Dec. 23. Ord. Dec. 23.

S.E.10.

Abraham,
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